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TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

TREASURE ISLAND DEVELOPMENT AUTHORITY
MEETING AGENDA

January 8, 2014 – 1:30PM

Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

DIRECTORS

Linda Fadeke Richardson, President
Larry Mazzola, Jr., VP
Larry Del Carlo, Secretary
V. Fei Tsen

John Elberling
Jean-Paul Samaha
Mark Dunlop, CFO
Hon. Jane Kim (Ex-Officio)

Mirian Saez, Director of Island Operations
Loraine Lee, Commission Secretary

ORDER OF BUSINESS

1. Call to Order and Roll Call
2. General Public Comment
This item is to allow members of the public to address the Treasure Island Development Authority Board ("Authority Board") on matters that are within the subject matter jurisdiction of the Authority Board and that do not appear on the agenda. In addition to General Public Comment, Public Comment will be held during each item on the agenda.
(Discussion Item)
Estimated Length of Item: 15 minutes
3. Reports
 - a. Report by Director of Island Operations
This item is to allow the Director of Island Operations to report on staff activities, leasing, health and public safety, utilities, budget, finance, and procurement, Quality of Life issues, social services, on-Island events and to make general announcements.
(Discussion Item)
Estimated Length of Item: 15 minutes

b. Report by Treasure Island Director

This item is to allow the Treasure Island Director to report on the status of environmental remediation and coordination with the Department of the Navy, interactions with other City and State agencies, progress with Treasure Island Community Development in implementation of the Disposition and Development Agreement and related plans, and other activities related to the transfer and development of the former Naval Station Treasure Island. *(Discussion Item)*

Estimated Length of Item: 20 minutes

4. Communications From and Received by TIDA *(Discussion Item)*

Estimated Length of Item: 5 minutes

5. Ongoing Business by Board of Directors *(Discussion Item)*

Estimated Length of Item: 5 minutes

6. CONSENT AGENDA

Estimated Length of Item: 5 minutes (Action Items)

All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

a. Approving the Minutes of the December 11, 2013 Regular Meeting

b. Adopting of Proposed Small Business Enterprise Procedures for the satisfaction of the SBE Participation Goals embodied in the Jobs and Equal Opportunity Program, an exhibit to the Disposition and Development Agreement

c. Resolution Recommending to the San Francisco Board of Supervisors the Designation of the San Francisco County Transportation Authority as the Treasure Island Mobility Management Agency.

d. Resolution Retroactively Approving a Memorandum of Agreement Between the Treasure Island Development Authority and the San Francisco County Transportation Authority for Continued Support in Implementing the Treasure Island Transportation Implementation Plan in Fiscal Year 2013/2014.

e. Resolution Authorizing the Treasure Island Director to Execute an Amendment to the Agreement between the Treasure Island Development Authority and Treadwell & Rollo, a Langan Company, for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project

7. Informational Presentation regarding approving revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule, including venue management of Casa de la Vista, the Chapel and Administrative Building One Events

8. Resolution Approving and Authorizing the Execution of a First Amendment to the Professional Services Agreement between the Treasure Island Development Authority and Toolworks, Inc., a California nonprofit public benefit corporation, to increase the annual Scope of Services and not to exceed Contract Amount for Fiscal Year 2013-2014 (*Action Item*)
9. Informational Presentation on the Process by which households required to relocate in 2014 will be offered and select replacement units
10. Resolution Authorizing a Sixth Amendment to the Memorandum of Agreement with the San Francisco County Transportation Authority for project management services and consultant services for the Yerba Buena Island Ramps to defer the initial loan payment one year while maintaining the schedule for full repayment of the loan by December 31, 2016 (*Action Item*)
11. Update on City of Oakland and Port of Oakland proposal to underground a portion of the Navy owned electrical transmission lines connecting the submarine cable serving the Naval Station Treasure Island to the Davis Substation. (*Informational Item*)
12. Discussion of Future Agenda Items by Directors (*Discussion Item*)

13. POSSIBLE CLOSED SESSION TO CONFER WITH REAL PROPERTY NEGOTIATORS

If approved by the Authority Board, this closed session will take place for approximately 30 minutes at the end of the meeting

- a. Public comment on all matters pertaining to closed session.
- b. Vote on whether to hold closed session to confer with legal counsel regarding all matters listed below as Conference with Legal Counsel. (Action item)

1.) CONFERENCE WITH REAL PROPERTY NEGOTIATORS-pursuant to Government Code Section 54956.8, and Administrative Code Section 67.8(a)(2) and 67.12(b)(1).

Persons negotiating for the Authority: Robert Beck

Persons negotiating with the Authority: United States Navy, Treasure Island

Community Development LLC, Treasure Island Homeless Development Initiative

Property: Former Naval Station Treasure Island

Under Negotiation:

Price: _____ Terms of payment: _____ Both: X

- c. Reconvene in open session (Action item)

1.) Possible report on action taken in closed session under Agenda Item 11 (Government Code Section 54957.1(a) (1) and San Francisco Administrative Code Section 67.12(a) and 67.12(b)(1)).

2.) Vote to elect whether to disclose any or all discussions held in closed session (San Francisco Administrative Code Section 67.12(a)).

14. Adjourn

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2nd Floor, One Ave. of Palms, San Francisco, CA 94130 during normal office hours.

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Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <http://www.sfgov.org/ethics/>.

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(Chapter 67 of the San Francisco Administrative Code)

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DEC 26 2013
MS, (LLF) 16

MEMORANDUM

To: Mirian Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital Jack Gardner, JSCO Dan Stone, JSCO
John Stewart, JSCO Loren Sanborn, JSCO Connie Le, JSCO
Sonya Rosenbach, JSCO Lynny Lee, JSCO

From: Jeffrey Kohler

Date: Dec 20, 2013

Subject: Percentage Rent for Treasure Island Housing Project Sublease for Nov 2013

Enclosed is our payment of Percentage Rent in the amount of \$317,542 for the Nov 2013 period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses reflect a suspension of reserve funding as outlined in the sublease requirements but continue to include accrued funds to pay Possessory Interest charges of the property. In addition, the amount disbursed has been reduced by \$9,378, recouping 1/36th of prior year audit adjustments outlined in the 2010 Audit (with an additional \$13.32 deduction in final repayment month).

Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of Nov 2013, actual Total Revenues were about 28.55% above budgeted Total Revenues. Total expenses for Nov 2013 were approximately 43.56% above budgeted for the month. The Variance of the income and expense is the result of insurance payments and repair activities for recent fires in unit 1402 and 1253. The result was that Funds Available for Nov 2013 Distribution were \$344,126 or about 0.25% above budgeted amounts.

Calculation of Percentage Rent

Based on operations, a total of \$344,126 in adjusted Gross Revenues after costs of operations are available for distribution for the Nov 2013 period. These revenues are distributed as follows:

<u>Nov 2013 Distributions</u>	<u>Nov 2013 Actual</u>	<u>Nov 2013 Budgeted</u>
Available for Distribution	\$344,126	\$343,275
Percentage rent for TIDA	\$326,920	\$326,095
Repay Prior overpayment 17th (1/36 th total per period)	<u>-\$9,378</u>	
Net Disbursed as percentage rent to TIDA	\$317,542	\$326,095
Percentage rent for JSCO	\$17,206	\$17,163

This percentage rent breakdown reflects the current year split by TIDA/JSCO. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

Comparison to Budget

11/30/2013

	November-13				YEAR TO DATE (T.I.D.A version)			
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance
Total Revenue	1,273,359	980,558	282,801	28.55%	5,179,844	4,952,809	227,035	4.58%
Marketing Expenses	4,120	8,727	(4,607)	-52.80%	17,263	43,653	(26,390)	-60.45%
Administrative Expenses	78,432	97,953	(19,521)	-19.91%	354,205	489,815	(135,610)	-27.69%
Utilities	146,810	151,569	(4,759)	-3.14%	736,310	757,851	(21,541)	-2.84%
Operating and Maintenance	210,483	200,029	10,454	5.23%	1,063,325	1,000,233	63,092	6.31%
Taxes and Insurance	401,489	39,097	362,392	926.91%	641,755	195,521	446,234	228.23%
% Rent	51,683	51,682	1	0.00%	258,413	258,417	(4)	0.00%
Reserves	-	11,560	(11,560)	-100.00%	34,214	57,800	(23,586)	-40.81%
Replacement (excl. anticipated draw)	35,216	86,686	(51,450)	-59.37%	270,635	433,338	(162,703)	-37.55%
Total Expenses	929,233	647,283	281,951	43.56%	3,376,120	3,236,628	139,492	4.31%
Available for Distribution	344,126	343,275	851	0.25%	1,803,724	1,716,181	87,543	5.10%
Available for Distribution	344,126	343,275	851	0.25%	1,803,724	1,716,181	87,543	5.10%
TIDA	326,920	326,095	808	0.25%	1,713,538	1,630,485	83,166	5.10%
JSco	17,206	17,163	43	0.25%	90,186	85,815	4,377	5.10%

TIDA % Rent Payback (9,378.00)
 Net Disbursed as percentage rent to TIDA 317,542.00



DEC 26 2013
MS LL #13

TREASURE ISLAND

Monthly Maintenance Common Area Charges 2013

6589—MAINTENANCE-COMMON AREA CHARGES: The figure of an average \$28,300 per month/\$339,608 per year is included. Common Service charges are referenced in Section 3.1.2. and 3.1.3 of Exhibit 1 as part of the Exhibits to the Sublease Agreement. Common Service Charges are composed of two parts: a charge for the land (\$6,886.96 per month) and a charge for the structures (\$23,317.54) The Common Area charge for the structures is a function of each apartment's square footage. While Common service Charges per annum have been historically fixed at \$30,204.50 per month/ \$362,454.00 per year based upon a portfolio of 632 units, this expense was reduced in July 2007 by **\$1,962.38 per month to \$28,242.10 per month**/\$338,905.20 per year with the return of the 54 "borrowed" units to Treasure Island Homeless Development Initiative. The Common Area Charges are now based upon a portfolio of 578 units.



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DEPARTMENT OF THE HISTORY OF ARTS

ARTS AND SCIENCES		HUMANITIES		SCIENCE	
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DEC 18 2013
MS 416

MEMORANDUM

To: Mirian Saez, Director of Operations
Treasure Island Development Authority
City of San Francisco
410 Palm Avenue
Building 1, 2nd Floor
San Francisco, CA 94130

Date: April 4, 2013

RE: Base Rent Adjustment for the April 2013 to March 2014 period

Per the Sublease, Development, Marketing and Property Management Agreement between the Treasure Island Development Authority and the John Stewart Company, the Base Rent for the Sublease must be adjusted using a "CPI Adjustment" (Section 15.2). The agreement specifies that the adjustment will use the CPI for Urban and Wage Earners and Clerical Workers published most immediately preceding the Adjustment Date and compare this to the Index published most immediately preceding the prior Lease Year.

The CPI for the San Francisco-Oakland-San Jose area is attached (from the United State Department of Labor, Bureau of Labor Statistics).

Based on the underlying sublease agreement language, the underlying \$500,000 base rent is inflated by CPI increase between 2012 and 2013. Base rent for the 2012-13 periods has been 605,700. The Base Rent for 2013-14 is therefore adjusted as follows:

Year over year adjustment from 2012 to 2013 is $240.262/234.648 = 1.023925$ (see attached)

The new Base Rent adjustment for the upcoming period is:

$$(605,700.00) \times (1.023925) = 620,191.00 \text{ (or } 51,682.59 \text{ monthly)}$$

The adjusted Base Rent payments as prescribed under the sublease will thus be adjusted to \$51,682.59 monthly for the April 2013 to March 2014 period.

Sincerely,


Jeffrey Kohler

Attachments

Cc: John Stewart, JSCo
Connie Le, JSCo
Lynny Lee, JSCo
Dan Stone, JSCo

Loren Sanborn, JSCo
Paula Schlunegger, JSCo
Jack Gardner, JSCo

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Include graphs

Consumer Price Index - Urban Wage Earners and Clerical Workers

Series Id: CUCUR4422SA0, CUCUR4422SA0
Not Seasonally Adjusted
Area: San Francisco-Oakland-San Jose, CA
Item: All Items
Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2003	183.7			192.6		192.2		192.3		191.9		191.1	192.4	192.9	191.9
2004	194.1			194.7		195.4		195.0		195.4		195.9	195.0	194.4	195.7
2005	197.3			199.3		197.5		199.5		202.6		199.3	195.1	197.9	200.3
2006	202.5			204.9		205.2		206.7		205.2		205.6	204.9	203.7	206.1
2007	208.803		211.139			211.422		211.620		213.133		214.234	211.370	209.985	212.754
2008	214.913		217.913			221.454		221.385		221.192		213.685	218.441	217.487	219.386
2009	216.797		215.537			220.996		221.279		221.708		220.121	219.545	218.162	221.149
2010	222.049		223.621			224.185		224.195		224.352		224.152	223.624	223.012	224.236
2011	226.638		231.600			230.605		231.445		232.371		231.109	230.337	229.074	231.600
2012	234.648		236.626			236.890		238.443		240.854		236.454	237.097	225.572	238.622
2013	240.262														

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CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Treasure Island Development Authority Board of Directors
From: Mirian Saez, Director of Island Operations
Date: January 8, 2014
Re: Use Permit and Film Permit Waivers

The following waivers were granted for the month of December 2013.

Fee Waivers:

- Treasure Island Homeless Development Initiative, Meeting, December 12, 2013
- San Francisco Police Department, Training, December 17, 1013

**Treasure Island Development Authority
Subleases and Permits Executed
Pursuant To Leasing Policy
As of January 8, 1014**

Location / Facility	Agreement Number	Leasehold Status (new / expired)	Company Name / Prospective Subtenant	Commencement Date/Event Date	Leasehold Type	Sq. Ft.	Annual Rent/ Permit Fee
Building 1 Suite 10A	787	New	OUTSMART OFFICE SOLUTIONS, Inc.	1/1/14	Office	135 Sq. Ft.	\$24,000.00
Building 1 Suites 3A, 6, 7A	788	New	GOLDEN STATE BRIDGE, Inc.	1/1/14	Office/Stor age	2,880 Sq. Ft.	\$3,500
5 th Street At Avenue N	789	New	BAY TIRES MW, Inc.	1/1/14	Land	25,000 Sq. Ft.	\$2,500.00
Avenue of the Palms	P-782	New	Rabbit Content, LLC.	12/11/13	Film	N/A	\$1,500.00
Marina Lot	P-784	New	CF/S Productions	12/18/13	Parking	N/A	\$1,000.00

December 2013 Treasure Island Crime Statistics
 Provided by Officer J. O'Keeffe #681
 on behalf of Captain Redmond, Southern Station



Occ. Date	Case #	Location	Incident Type	Comments
1-Dec-13	131-014-346	1419 Striped Bass St	Juvenile Incident	Minor Beyond Parental Control
3-Dec-13	131-020-810	1129 Mason St	Theft From Building	A resident hired a repair man to fix her washing machine. After the repair man left she noticed a watch missing from her laundry area.
4-Dec-13	131-024-602	1307 Gateview Ave	Residential Burglary	A resident returned home to find her sliding back door had been shattered and her camera, laptops, tablet, backpack, duffel bag and swiss army knife were take out of the home.
5-Dec-13	131-025-644	1303 Gateview Ave	Suspicious Occurrence	V reported that she is a victim of 'cyber stalking.' V has made numerous reports regarding this issue.
5-Dec-13	131-025-826	1303 Gateview Ave	Theft From Building	Ongoing issue between roommates. One roommate reported that another roommate has been taking food and toiletries.
5-Dec-13	131-026-238	351 Avenue H	Fraud	V reported that numerous fraudulent charges had been made to his bank account.
6-Dec-13	131-028-397	9th St/Avenue D	Vehicular Accident	Officers took a report regarding an accident between to vehicles with injuries.
6-Dec-13	131-030-057	1316 Gateview Ave	Theft From Building	A resident reported that her daughter's jewelry and cash had been taken out of her bedroom. There were no signs of forced entry into the resident.
7-Dec-13	131-032-592	200 California Ave	Vandalism to Vehicle	Right front passenger widow, reported broken while vehicle was left park. Nothing reported missing from the vehicle.
7-Dec-13	131-033-120	200 California Ave	Auto Boost	V reported that her vehicle was boosted while parked. The left rear window was shattered and her purse and camera were take out of the vehicle.
8-Dec-13	131-035-433	Confidential	Sexual assault	Confidential Report
9-Dec-13	131-037-360	Avenue of the Palms/3rd	Vehicular Stop	Officers stopped a vehicle for a violation.
10-Dec-13	131-040-329	Confidential	Domestic Violence	Confidential Report
12-Dec-13	131-044-826	2 Avenue of the Palms	Auto Boost	A suspect in a white vehicle with a dog boosted a parked vehicle.
12-Dec-13	131-045-040	Avenue B	Vehicular Accident	Vehicular accident involving a city owned vehicle
12-Dec-13	131-046-468	1440 Gateview Ave	Burglary	Residential burglary reported
13-Dec-13	131-047-422	1 Clipper Cove Way	Fraud	A victim reported several fraudulent charges to his bank account
15-Dec-13	131-054-609	1404 Sturgeon St	Stolen Vehicle	Officers recovered a stolen vehicle
16-Dec-13	131-056-025	1128 Reeves Ct	Burglary	A hot prowl residential burglary was reported. Two suspects shattered the back sliding glass door while the victim was home. The suspects stole a computer and a pair of shoes.
17-Dec-13	131-607-753	1 Avenue of the Palms	Battery	V reported that she was kicked in the shins by a males suspect while on Muni
18-Dec-13	131-062-157	905 D/Avenue B	Fraud	V reported fraudulent charges to her bank account.
21-Dec-13	131-071-766	1409 Flounder Ct	Missing Adult	Reportee reported an adult missing

on behalf of Captain Redmond, Southern Station

LEGEND: (V) = Victim (S) = Suspect (J) = Juvenile

TI01 - TI Case Summary

Open

CASE ID	OPEN DT	CATEGORY	TYPE	LOCATION	OTHER DESCRIPTION	AGENCY
2808878	9/9/2013 10:01:09 PM	General Requests	RCS - SEE QUEUE NAME	Intersection of AVENUE OF THE PALMS and TREASURE ISLAND RD	Avenue Of The Palms --- Requesting a Vactor for 9/10/13 - AM - Pls call South east plant Watch Chief @ 920-47700 with eta and for any additional info needed. Send To: PUC - Sewer - G	PUC Sewer
2825033	9/13/2013 2:37:10 PM	General Requests	RCS - SEE QUEUE NAME	Intersection of CHINOOK CT and	Chinook (treasure island) --- The street cleaner came but did not do the street the customer lives. Customer said this happens very often. It looks really bad. We did not use 'missed route' service request because technically cleaner was there, just did not clean.	DPW BSES
2927439	10/9/2013 8:54:03 PM	Sign Repair	Sign - Faded	Intersection of 11TH TI ST and AVENUE I	at the Intersection of 11th St & Avenue I --- please replace faded street sign	SSD - Field Operations
2927439	10/9/2013 8:54:03 PM	Sign Repair	Sign - Faded	Intersection of 11TH TI ST and AVENUE I	at the Intersection of 11th St & Avenue I --- please replace faded street sign	SSD - Field Operations
3040758	11/7/2013 8:07:03 PM	Sign Repair	Sign - Faded	Intersection of CROAKER CT and	"No parking" street sign completely faded. Needs to be replaced.	SSD - Field Operations
3040758	11/7/2013 8:07:03 PM	Sign Repair	Sign - Faded	Intersection of CROAKER CT and	"No parking" street sign completely faded. Needs to be replaced.	SSD - Field Operations
3059301	11/13/2013 11:37:09 AM	Sign Repair	Sign - Defaced	Intersection of 9TH TI ST and AVENUE B	On Treasure Island at 9th St and Avenue B --- graffiti sign on the yellow 15mph speed limit sign. Someone changed it read 115mph.	SSD - Field Operations
3059301	11/13/2013 11:37:09 AM	Sign Repair	Sign - Defaced	Intersection of 9TH TI ST and AVENUE B	On Treasure Island at 9th St and Avenue B --- graffiti sign on the yellow 15mph speed limit sign. Someone changed it read 115mph.	SSD - Field Operations

3072803	11/16/2013 10:43:12 PM	Sign Repair	Sign - Faded	Intersection of CHINOOK CT and CROAKER CT	No parking sign is completely faded.	SSD - Field Operations
3072803	11/16/2013 10:43:12 PM	Sign Repair	Sign - Faded	Intersection of CHINOOK CT and CROAKER CT	No parking sign is completely faded.	SSD - Field Operations
3128730	12/4/2013 3:27:03 AM	Streetslights	Streetlight - Light Burnt Out	1408 STURGEON ST, SAN FRANCISCO, CA, 94130	Light out	PUC Power
3128734	12/4/2013 4:00:36 AM	Sign Repair	Sign - Missing	Intersection of EXPOSITION DR and GATEVIEW AVE	Missing Signage	SSD - Field Operations
3128734	12/4/2013 4:00:36 AM	Sign Repair	Sign - Missing	Intersection of EXPOSITION DR and GATEVIEW AVE	Missing Signage	SSD - Field Operations
3128735	12/4/2013 4:05:54 AM	Sign Repair	Sign - Missing	Intersection of 13TH TT ST and EXPOSITION DR		SSD - Field Operations
3128735	12/4/2013 4:05:54 AM	Sign Repair	Sign - Missing	Intersection of 13TH TT ST and EXPOSITION DR		SSD - Field Operations
3189421	12/21/2013 9:13:52 AM	Sign Repair	Sign - Faded	Intersection of CHINOOK CT and CROAKER CT	No parking anytime sign is completely faded.	SSD - Field Operations
3189421	12/21/2013 9:13:52 AM	Sign Repair	Sign - Faded	Intersection of CHINOOK CT and CROAKER CT	No parking anytime sign is completely faded.	SSD - Field Operations
3200158	12/24/2013 5:42:29 PM	Graffiti Private Property	Graffiti on Sidewalk_in_front_of_prope	Intersection of EXPOSITION DR and GATEVIEW AVE	Graffiti on sidewalk	Operations DPW BSES BUF Graffiti
3211289	12/28/2013 11:25:05 PM	Streetslights	Streetlight - Light Burnt Out	Intersection of 13TH TT ST and AVENUE H	Pole Number 3 A 40	PUC Power
3224230	1/2/2014 8:44:22 AM	Abandoned Vehicle	Abandoned Vehicle - Car/door	1312 GATEVIEW AVE, SAN FRANCISCO, CA, 94130		SSD - Enforcement
3224791	1/2/2014 10:08:27 AM	Sewer Issues	Sewage_back_up	1226 BAYSIDE DR, SAN FRANCISCO,		PUC Sewer

Lee, Loraine

From: Christoph Oppermann <christoph@omcdesigngroup.com>
Sent: Monday, December 09, 2013 3:25 PM
To: Beck, Bob
Subject: YBI Relocation Issues

Bob,

We met at last week's YBI relocation meeting on Treasure Island. I am president of the YBI Residents association and have been involved in the procedures with the residents, TIDA and the City for over 13 years. Please understand the tone of voice and frustration that was expressed at our meeting as a direct expression of our frustration to be confronted with yet another major obstacle and hurdle in our attempt to transition from our YBI units to homes on TI. To see that we will be thrown into the same pool as TI residents when we already went through the whole time consuming process of selecting units on TI is frustrating and seems unfair as we have been paying much higher rents for much longer than anybody on TI and although most of us do not want to play that card we now are faced with being able to only select inferior units in replacement of the ones we currently occupy on YBI.

The fact that these changes along with the new year-long delay until the relocation were presented in a matter-of-factish manner only added to our dismay and to learn that there are no options available was more than difficult to swallow. We all were getting ready to receive our relocation notice any day now only to learn that it will be another "year or so" and that by the way 8 or 9 of us will have to look for new units all together - i.e. start from scratch after all we went through this and last year to arrive at acceptable solutions.

Please make available to us a list of affected units as soon as possible and include realistic dates when a decision is expected regarding the two "maybe" off the table buildings. If there are not enough desirable units left for YBI residents to choose from we will ask that pre DDA residents on TI that currently occupy desirable units will be asked to move to make space for YBI residents that will have to evacuate their considerably more expensive units where they have lived for many years.

I would greatly appreciate a detailed response that helps us navigate through this new mine field.

Thank you, Bob.

christoph

christoph oppermann
founder, senior creative director

201 Jackson Street > San Francisco > California > 94111
www.omcdesigngroup.com
phone 415 554 1906

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Treasure Island Development Authority
One Avenue of the Palms, Suite 241
Treasure Island
San Francisco, CA 94130

Bob.Beck@sfgov.org
Office: 415-274-0662

From: Christoph Oppermann [<mailto:christoph@omcdesigngroup.com>]
Sent: Tuesday, December 24, 2013 12:49 PM
To: Beck, Bob
Cc: Dan Stone
Subject: Re: Automatic reply: YBI Relocation Issues

Bob,

My name is Christoph Oppermann and I am president of the Yerba Buena Island Residents Association as I am a 13 year old tenant on YBI, actively involved in all of the processes of the redevelopment of TI and YBI for over 10 years. I have spent hundreds of hours working with my fellow residents, City, Navy, TIDA, CAB, John Stewart Company officials and others in order to arrive at manageable solutions of the redevelopment process.

We met at the meeting on TI and I had sent you a detailed e-mail a day after the YBI residents meeting a couple of weeks ago expressing my concerns about the relocation procedures. Since I have not received any response from you, I am writing you again in hopes of a response this time.

The relocation process that we all went through earlier this year needs to be repeated in its entirety since several YBI residents lost the units that they had chosen. If only the residents that lost their units (due to the new Navy activities in the six buildings that will be taken off the market) will have to re-choose new units, the entire selection process which was based on seniority is null and void because they would now be behind all of those that are not affected by the new conditions and have already chosen a unit that may be suitable to those that now are without one. Hence the seniority principle would be rendered ineffective and completely flawed.

In case there are not enough desirable units left in the pile, the YBI residents kindly request that other desirable units are made available for us to choose from, potentially from households that are post DDA in desirable TI units. Some of us have been paying over \$340,000 in rent on YBI, living there for 10, 11, 12 or 13 years, paying our higher than TI rents on time every month, and we believe that we should be entitled to adequate replacement units on TI when we will be asked to vacate our current apartments on YBI.

Please pay me and my fellow residents the courtesy of responding to this e-mail and continue to assist us in finding a suitable solution to this new wrinkle in the ever so flawed process of the redevelopment of our beloved Islands.

Kind regards,

christoph oppermann
president, YBIRA

>

On Dec 24, 2013, at 2:36 PM, Beck, Bob wrote:

Mr. Oppermann,

My apologies for not replying promptly to your earlier message. We recognize that the need to set aside the prior selection process is a source of frustration for the YBI residents, but as you acknowledge below, it would not be possible to leave in place those selections that were not affected by the Navy's clean up actions because it would nullify the seniority of those that had selected units in the affected buildings.

Similarly, when combining the immediate need to relocate the affected Treasure Island residents with the need to redo the YBI selections, we have concluded that the most equitable path is to provide for a seniority based selection process that includes both the affected Treasure Island residents and those YBI residents that participated in the original selection process. We have sufficient vacant inventory to provide choices to these households at this time, and a combined process will recognize equally the seniority of YBI and TI residents.

Between now and the time that YBI residents are required to move, we will need to accrue additional inventory to make available to YBI residents. We are optimistic based on historical turnover patterns that we will accrue sufficient inventory through routine resident moves off of the island to accommodate the relocation of YBI residents to Treasure Island. As long as a sufficient quantity of comparable sized units has been accrued before a YBI relocation is necessary, we will make that inventory available to YBI residents for selection without displacing current post-DDA Treasure Island residents to provide additional or more desirable choices to YBI residents.

When YBI residents are required to relocate, those YBI residents participating in the current selection process will have the choice of moving to the unit that they have selected or of reselecting from the then available inventory. A household's relative seniority and the desirability of the additional available units would obviously be critical factors in a household's decision of whether to keep their current selection.

I know that the YBI households have invested a lot of energy in planning for a relocation that you do not welcome, but I need to request your continued cooperation as we adapt to these new circumstances.

Sincerely,
Bob Beck

Robert P. Beck
Treasure Island Director

Lee, Loraine

From: Christoph Oppermann <christoph@omcdesigngroup.com>
Sent: Thursday, December 26, 2013 12:52 PM
To: Beck, Bob
Cc: Dan Stone
Subject: YBI Relocation Issues

Bob,

Thank you for getting back to me. I appreciate your response but wanted to add, as was mentioned be several disgruntled residents in our meeting with you, that we believe that YBI households should rank higher on the seniority list than TI households since we have paid substantially more rent over the last years than TI households, which should account for something if it should come down to YBI and TI households "competing" for the same unit.

Even though you are optimistic that a sufficient number of adequate units will be available, I need to point out that this simply is not the case as we barely made due the first time around, and that included the 8 or 9 units that now are not available anymore. This is not to mention the additional TI households that now are looking for adequate units on top of that limited number of desirable units. This is not just a question of properly sized units but also - and of great importance - their location on TI. There are several neighborhoods which are not at all desirable and will not be considered adequate or no where near equal to what we currently occupy on YBI.

In conclusion, I acknowledge the difficult situation you inherited and want to assure you that with proper preparation and understanding of our particular situation, I will continue to strongly support the relocation efforts, and that I will do my very best to help convince skeptical neighbors that things will work out fine. However, please try to find a way to distinguish between higher rent units on YBI and lower rent units on TI when it comes to equal seniority in competing with the same units, as this seems to be a huge issue to many now living on YBI. They are worried that they will be second in line in particular cases where the length of our tenancy is the same or slightly shorter with lower cost units on TI that now need to relocate as well because of those four to six buildings that will be vacated. This doesn't even include the fact that YBI households had to deal with these issues for nearly two years now, and that their patience is pushed to the very limits for which they deserve special recognition. We love our TI neighbors but feel strongly that there needs to be a way to distinguish the two and to recognize YBI residents' prolonged agony over all of this. We have been nothing but supportive and yet it seems the troubles never stop for us with all of this.

I do thank you sincerely for your understanding and your efforts, and I do look forward to a fair solution for everybody. Please do understand the mounting frustration of many residents as this is simply too much for many to accept and comprehend.

Kind regards.

christoph oppermann
founder, senior creative director

201 Jackson Street > San Francisco > California > 94111
www.omcdesigngroup.com
phone 415 554 1906



JAN 13 2014
RR, MS, F/E



December 30, 2013

Wine Valley Catering
875 Sousa Lane
Napa, Ca 94559

Treasure Island Development Authority

1 Avenue of the Palms, BLD 1, Suite 241

San Francisco, CA 94130

RE: Sublease #380, cafe

To: Rich Rovetti,

This is to inform you that we would like to work with Best Beverage Catering in transferring the lease currently held by Wine Valley Catering for the café, sublease # 380, over to Best Beverage Catering.

Please let us know a transfer date that would be agreeable to you.

Thank you.

Peter & Lorene McCaffrey

Cc: Mirian Sáez, Director of Island Operations

Suzanne Kavert, Best Beverage Catering

Saez, Mirian

From: Treasure Island Homeless Development Initiative
<Treasure_Island_Homeless_Development_Initiative@mail.vresp.com>
Sent: Monday, December 30, 2013 11:18 AM
To: Saez, Mirian
Subject: Happy New Year and update on annual TIHDI event



Dear Friends & Supporters of Treasure Island Homeless Development Initiative:

You have probably guessed by now that TIHDI's 2013 Event has not been rescheduled. However, please mark your calendars and save this date for our next annual event—

Thursday, October 9, 2014, 5:30 pm to 8:30 pm

This is the first time in fifteen years that we had to cancel our annual event, but please rest assured that our work to provide lasting exits from homelessness and pathways to economic self-sufficiency is very much in action and providing robust results.

In 2013, we:

- Placed 130 very low income people in short term & on call jobs
- Provided free tax preparation for 270 low income people
- Assisted over 100 people with their credit, credit repair & banking options
- Served an average of 120 families (representing over 200 children & youth) weekly supplemental groceries
- Provided computer access and assistance to 50 people monthly
- Helped organize community wide events—including Health Fair, Back to School & Halloween
- Provided resources & referrals to those seeking housing, jobs & services
- Supported an island resident leadership training program
- Continued to coordinate our members and others to maximize our communication, resources and address island issues as they surface.

Our efforts to provide lasting opportunities to exit poverty and crisis are going to significantly expand when island development begins & we look forward to sharing that good news with you as well.

If you would like to contribute to these efforts, please [CLICK HERE TO DONATE](#) or please visit our web at www.TIHDI.org for more information.

Your support will and does make a big difference.

Thank you for your support, please mark your calendars for our 2014 Event and have a very happy & healthy 2014.

All the best,

Sherry

*Sherry Williams, Executive Director
Treasure Island Homeless Development Initiative
(415) 274-0311, ext. 305*



Development Director Bob Beck
Treasure Island Development Authority
One Avenue of the Palms, 2nd Floor
San Francisco, CA 94130

JAN - 2 2014

January 2, 2014

Jeffrey Kline
1221-C Mariner Drive
San Francisco, CA 94130

Re: TIDA letters dated March 22 & November 22, 2013, are rife with confusing, incomplete, misleading, untrue statements, and critical omissions: fail to inform residents about risk from subsurface pinpoint sources of radioactivity possibly scattered across Site 12 housing area.

Director Beck:

Once again there have been alarming press reports about radiological contamination on Treasure Island, specifically in CERCLA Site 12, the housing area on TI, where several thousand market-rate tenants of the Villages and several hundreds of TIHDI clients live. By the way, I have lived in the same market-rate unit on TI since August, 1999, the first year such units became available.

These press reports appear to contain information from internal reports or documents not yet available to the public. This has re-ignited fears among residents that we are being "kept in the dark" by TIDA, in a pattern similar to the official response to alarming press revelations made in August, 2012. TIDA claims to share information about the Navy cleanup with residents as soon as it is available, but many residents don't believe TIDA has fully disclosed or explained critical information.

In order to gauge whether such criticism is valid, I took a closer look at the two TIDA letters addressed to residents regarding radiological issues, dated March 22 and November 22, 2013, to expose— in light of publicly available documents— whether TIDA has truly been forthcoming in sharing information, and whether TIDA's statements are factual and complete:

Unfortunately, I found that these two TIDA letters contain many confusing, incomplete, misleading, or untrue statements, but even more concerning is what not included. Some glaring omissions:

- No mention of the three dangerous highly-radioactive "foils", two octagonal, and one hexagonal, which were found outside the SWDA fence lines in 2013.
- No mention that the hourly EPA radiation exposure limit is 1 mR/h.
- No mention of the results of skin tests done on the octagonal radioactive commodity (r.c.) found at Sample E, which has contact exposure rate of 20 mR/h, high enough to give radiation burns after an hour of exposure, according to the CDPH Memo
- No mention of the hexagonal item found at Sample C with contact exposure rate of 200 mR/h (10x that of Sample E) more than 700ft. from the SWDA A&B fence line.

- No discussion of intrinsic uncertainty or technical limits of the radiological surveys, or consideration of the implications of recent finds of dangerous radioactive foils and particles hundreds of yards from the SDWA A&B fence line.

TIDA's March 22 Letter Neglected to Inform Residents About Dangerous Radioactive Foils

In your November 22 letter, you stated that TIDA's March 22 letter informed residents of "preliminary results" of radiological survey work and soil sampling done by the CDPH RHB RAU on March 18-21. However, TIDA's March 22 letter contained only a pair of Google Earth photos marked with locations and surface exposure readings at the five sample sites.

No information was given about the radiological commodities (r.c.'s) found at three of the five sample locations: the hexagonal item (probably a foil) found at Sample C, the octagonal foil found at Sample E, and the discrete radioactive particles found at Sample A. All of these items have dangerous levels of radioactivity. In addition, the surface readings at three of the sample sites were high enough that some residents might have had exposures during the past 14 years which exceeded EPA annual limits.

Incidentally, there has been no discussion or explanation of the fact that all of these items-- like the 577 r.c.s (including 70+ foils) found in SWDA A&B-- are Greater Than Class C Low Level Radiological Waste (GTCC LLRW), and too dangerous for a regular LLRW disposal facility. This may explain why the two shipments of r.c.s made in 2008 and 2009 went to the Federal facility at Hanford, Washington. Including recent finds, at least 142 r.c.s remain on TI.

TIDA's March 22 letter not only fails to mention the critical findings of foils and fragments, but does not use the word "foils" even once. Instead, the letter curiously refers to "disks", which seems to play on an incorrect term used to describe the foils in a press account last year. The TIDA letter then goes on to further confuse residents by stating "the metal disks were deck markers", knowing full well that deck markers are harmless while the foils can be very dangerous, and also, that only a couple of deck markers had actually been found, whereas nearly 80 dangerous foils had been found, as yet.

November 22 TIDA Letter Misleading on CDPH Memo, Ignores Conclusion

Furthermore, under the subheading "CDPH Memo and Findings", you claim "the radiological findings referenced in the September CDPH memorandum were **not new information**" (emphasis added). This statement appears to be crafted to mislead, since you are careful to refer only to "findings".

On the contrary, the thirty-six (36) page Memo contains critical new information. The report from June 26, updated September 23, on the subject: "RAU Staff Soil Sampling, Treasure Island, Site 12, March 20-21, 2013", contains results of the first radiation exposure analysis done on one of the 'unexplained' radioactive foils, which comprised 45 of the first 89 r.c.'s found in SDWA A&B in Site 12 in 2007-08. Analysis of the octagonal foil commodity found at Sample E (>500ft. Outside the SWDA fence line) showed that it could produce radiation burns after just an hour of contact exposure.

Unfortunately, you chose not to mention these alarming "findings", and did not include a single quote from the CDPH Memo. Nevertheless, every decision-maker-- and every resident-- should understand this very concerning last paragraph of the Conclusion:

Because the location of the radioactive fragments is inconsistent with the Historical Radiological Assessment (HRA) and the updates to the HRA, and because the fragments may have been deposited in those locations by prior construction activities and earthwork, it is recommended that the Navy perform a radiological characterization survey to identify and quantify low levels of radioactivity as soon as possible. To quantify accurately potential radiological exposures to TI residents, a detailed radiological dose model will need to be performed. Further evaluation should be made of the probability of a member of the public, especially critical members of the population (for example, children), picking up a radioactive fragment and being exposed.

This important information-- that the Navy has yet to properly identify and quantify the risk posed by radioactive fragments to residents-- was available to you when you wrote the November letter. Yet you did not mention any of the critical "new" facts listed above, and instead sent a letter to residents which gave us the false impression there was no new information for you to share.

TIDA Ignores Heterogeneity of Site 12 and Uncertain Risk

Under the subheading "Ongoing Investigation and Remediation", you repeat this provably misleading statement (see: above) word-for-word: "the radiological findings referenced in the September CDPH memorandum were not new information". There follows another carefully crafted sentence with limited meaning: "...the regulators have confirmed that the radiological findings and ongoing investigations do not present a health risk to residents."

Of course, the five sample sites were investigated and have been cleaned up, therefore those five sites no longer present a risk. However, as the CDPH Memo pointed out, there has been no assessment of any potential risk posed by these new findings as yet. Nevertheless, these recent findings prove that dangerous r.c.s, specifically foils, fragments, and particles, had in fact been spread far from SWDA A&B, presumably by previous grading and construction activity across the Site 12 housing area.

As your letter points out, the surveys are ongoing, and so it would be premature to draw a conclusion that residents are safe until a complete report is available and can be reviewed. Unfortunately, it is not clear to what depth these surveys are effective: conflicting claims range from as deep as four feet to as little as six inches below the surface-- and of course, they are only surveying outside the dwellings.

TIDA also seems to be following the Navy's lead in avoiding any discussion of this heterogeneity of Site 12 that makes fully characterizing the site so difficult. For example, at the December Workshop for residents, the Navy suggested that Site 12 should be well-characterized because over 30,000 soil samples had been analyzed during a number of surveys.

However, according to the DTSC, approximately 140 samples would be needed to fully characterize a single backyard. Extrapolating from that ratio, I estimated that on the order of 100,000 samples would be needed to fully characterize all the 699 backyards of leased units, and more than 1,000,000 samples would be needed to cover the entire (unbuilt) housing area.

This vast amount of sampling is only in regards to quantifying the risk from chemical contaminants. By the way, even despite the problem of sampling uncertainty in Site 12, the Navy has not done ANY sampling of backyards to date, instead assuming that they could reliably extrapolate from limited sampling of the common areas.

The efficacy of radiological surveys and sampling in such a heterogeneous site may be questionable, and given the nature of scattered pinpoint sources, a high water table on Treasure Island, and technical limits of the radiological surveys, it seems unlikely that all the dangerous pinpoint radioactive sources, such as foils, fragments, and particles, will be discovered. Looking forward, I am skeptical that land use controls alone will be adequate to guard against potential exposures during and after development.

TIDA Confuses Risk Management with Risk Assessment

Finally, I quote yet another of TIDA's confusing, incomplete, carefully-crafted, yet very misleading sentences: *"Like the radiological items that have been found, these other subsurface environmental conditions do not represent a known health hazard to residents."*

Obviously, there is no way to "know" if no one has undertaken any studies, and the Navy did has not carried out a Human Health Risk Assessment for potential exposure to radiological contamination in Site 12 because the Navy claimed there was no possibility of such contamination.

Even after intrusive investigation found numerous r.c.s in SWDA A&B in 2007 and 2008, the Navy managed to avoid considering the logical implications of these finds, clinging instead to the baseless idea that the radiological contamination was all somehow behind the SDWA "fence line" — they even dismissed the r.c found in 2009 between buildings 1146 & 1148 as "anomalous".

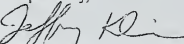
Rather than admit there is an uncertain radiological risk, TIDA has followed Navy practice and relied on administrative controls, such as restrictions on excavation, to manage that potential risk. TIDA has repeatedly claimed that digging is prohibited— you even have a subheading in the November 22 letter: "Digging Prohibited"— yet there is no such language in my copy of the 2009 Residential Lease.

In any case, whether there is or isn't such language in the lease is beside the point: the Villages has many children, pets, wild/feral animals, non-English speakers, and other 'agents' who may not comply. Not only has there been no consistency in the use of administrative controls on digging to mitigate risks from soil and subsurface contamination, there has been no evidence produced by either the Navy or TIDA that such restrictions are effective, or that they can even be enforced.

In closing, I would remind you that a lack of adequate due diligence is not a valid excuse for TIDA and the City, because a higher standard of care is owed to residents of the Villages. We depend on TIDA to act both as our landlord and as our local government to protect our health and safety.

Thank you for your time and attention.

Respectfully,


Jeffrey Kline

Community Advisory Notice

TREASURE ISLAND DEVELOPMENT AUTHORITY



Please be advised that the Island car wash location on 12th Street between Avenue M and Avenue N is temporarily out of service. Water to this block was temporarily interrupted during the Building 217 demolition project.

UPDATE

Department of Public Works will be restoring water service to the hose bib at the car wash location, however complications in the repair process have extended the project timeline for water restoration at the site.

TIDA anticipates the car wash will return to operation by the end of December. Until such time, the Island community is reminded that **car washing is prohibited elsewhere on the Islands**, including within the residential neighborhoods.

Thank you for your patience during this process and we apologize for this unanticipated delay.



One Avenue of Palms,, Suite 241
Treasure Island
San Francisco, CA 94130
Phone: (415) 274-0660
Fax: (415) 274-0299
www.SFTreasureIsland.org

**Mirian Saez, Director
of Island Operations**





NOTICE OF PLANNED ELECTRIC SERVICE INTERRUPTION

<http://sfwater.org/index.aspx>

SFPUC High Voltage Crew will have the power off for to Treasure Island and Yerba Buena Island in order install new infrastructure.

This will help us ensure reliable service to our customers. In order to safely perform the work, we will be temporarily interrupting your electric service. Although we will do our best to minimize the length of the service interruption, please be prepared to be without service on the following date (weather permitting) and for the estimated time indicated:

Date: Saturday, December 21st, 2013

4:00am to 5:00am AND Between 11:00 am to 3:00 pm
(one hour shutdown to return to normal power)

AFFECTED SERVICE AREAS:

All of Treasure Island and Yerba Buena Island

It is important to note the following:

- If you are a landlord with tenant(s) in the area mentioned above and the SFPUC bill is in your name, it is your responsibility to notify the tenant(s) of the planned service interruption.
- Unsafe weather conditions or an unforeseen emergency will force us to cancel the work at the last minute, and we will be unable to notify you of the cancellation. However, we will notify you of the rescheduled date and time.
- **SAFETY WARNING:** Residents shouldn't use generators under any circumstances without housing provider's knowledge. If you use a generator during the service interruption, you must isolate your generator from SFPUC system. Failure to do so will not only damage your generator, but can cause serious injury to our electric crew personnel.

Here are a few recommendations to help minimize any inconvenience to you:

- If you rely on **life support devices** you may want to consider the following:
 - The housing providers have lists of who has medical devices requiring power and should get the generators ahead of time.
 - Find alternate lodging at a location not affected by the interruption
- **Computers and other electronic equipment** are particularly sensitive to power interruption. We recommend unplugging this equipment before the shutdown period.
- **Security systems, clocks, irrigation timers, and similar equipment** will likely require resetting after the shutdown is completed.
- Contents of your **refrigerator or freezer** should not spoil for the duration of this service interruption if these appliances are kept closed.
- Have on hand battery-powered flashlights with fresh batteries.

We apologize for the inconvenience and thank you for your patience.

Edwin M. Lee
 Mayor

Anson Moran
 Deputy Mayor

Art Torres
 Vice President

Ann Moller Caen
 Treasurer

Francesca Vietor
 General Manager

Vince Courtney
 Assistant General Manager

Ed Harrington
 General Manager





Public Announcement

**TREASURE ISLAND/YERBA BUENA ISLAND
BAY BRIDGE UPDATE
Ramp Closure Look Ahead**

Due to continued construction activities near the Yerba Buena Tunnel the Westbound and Eastbound off ramp to Treasure Island will be closed. Please review the closure schedule below.

Eastbound On-ramp to Oakland from Treasure Island

- **Monday, Dec. 23, 2013 from 02:30 AM until 05:00 AM**

For Eastbound travelers to Oakland please do the following:

- Take westbound on-ramp towards San Francisco.
- Continue right on to Fremont/Folsom Street exit.
- Stay to the right on to Folsom Street leg.
- Drive straight one block to Harrison Street
- Stay in far left-hand lane to re-enter Eastbound I-80 and continue across the Bay Bridge to Oakland.

This detour will be removed as soon as the work is completed

Eastbound off-ramp to Treasure Island:

- **Monday, Dec. 23, 2013 from 11PM until Tuesday morning, Dec. 24, 2013 at 5 AM**
- From San Francisco, continue Eastbound until you reach the Oakland side of the bridge.
- Stay in the far left lane and exit into the far left shoulder median.
- Look for a break at the Toll Plaza median. Look for detour message boards.
- At the break near the metering light bar you will see an area that you may use as a turn-around. At this location you may turn around without having to travel through the Toll Plaza. No toll fees are collected at this location.
- Follow the directions on message sign boards for westbound (WB) detour.
- Continue westbound back onto the bridge using caution as you merge back into the westbound traffic from the shoulder.
- Detour will be removed as soon as the work is completed.
- Should you miss this turn-around, continue to the next exit, follow signs to re-enter westbound I-80 to San Francisco, at this point, toll fees will be applicable.

This detour will be removed as soon as the work is completed. This work is weather dependant and may begin on the first available time.

For more project information or questions about closures and detours, please contact Margena Wade at (415) 286-1553 or email at mwade@mtc.ca.gov.

Please drive safe and slow for the cone zones. **THANK YOU!**





Treasure Island/Yerba Buena Island Bay Bridge Update Public Announcement

Ramp Closure Look Ahead—Beginning January 6, 2014

Due to continued construction activities near the Yerba Buena Tunnel, the eastbound on and off-ramps to Treasure Island will be closed periodically.

Beginning as early as January 6, 2014 and continuing for the following 8 weeks, if a ramp closure occurs, please follow these updated detour travel routes and instructions.

Please note: detours through the Toll Plaza median will not be possible due to construction work at this location.

► EASTBOUND OFF-RAMP CLOSURE TO TREASURE ISLAND FROM SAN FRANCISCO

- From San Francisco, travel eastbound until you reach the Oakland side of the bridge.
- Move to the rightmost lanes and take I-880 to San Jose.
- Exit at the first exit: West Grand/Maritime Street.
- Stay in the leftmost lane and at the first traffic signal at the West Grand/Maritime intersection, make a u-turn.
- Stay in the left lanes to re-enter the on-ramp for westbound I-80 to San Francisco through the Toll Plaza.
Toll fees will be applicable.
- Take the Treasure Island exit.

Please drive safely and slow for the cone zone.

This detour will be removed as soon as the work is complete.



► EASTBOUND ON-RAMP CLOSURE FROM TREASURE ISLAND TO OAKLAND

- From Treasure Island, take the westbound on-ramp towards San Francisco.
- Continue right on to Fremont/Folsom Street exit.
- Stay to the right on to the Folsom Street leg.
- Drive straight one block to Harrison Street.
- Make a right onto Harrison Street.
- Make a left on 1st Street. Stay in the far left-hand lane to re-enter eastbound I-80 and continue across the Bay Bridge to Oakland.
- Please drive safely and slow for the cone zone.

This detour will be removed as soon as the work is complete.



For project information or questions about closures and detours, please contact Victor Gauthier at the Bay Bridge Public Information Office at (510) 622-1915 or by email at vgauthier@mtc.ca.gov.



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

CREATING BRIGHTER FUTURES FOR OUR YOUTH

Free After-School Program
TREASURE ISLAND YMCA

Who: Grades 1-12

Where: Treasure Island YMCA

When: Program starts January 6th
Monday-Friday
3pm-6pm

Registration deadline January 2nd

**OPEN HOUSE / GRAND OPENING
JANUARY 6TH AT 6PM.**

To register or for info, contact:
Kareem Hickman, Assistant Director
(707) 720-6214
khickman@ymcasf.org



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NEW LOCATION!



Beginning January 2014
the Treasure Island Bookmobile
will be relocated to
the Chapel Parking Lot West @ Avenue of the Palms
and California Avenue.

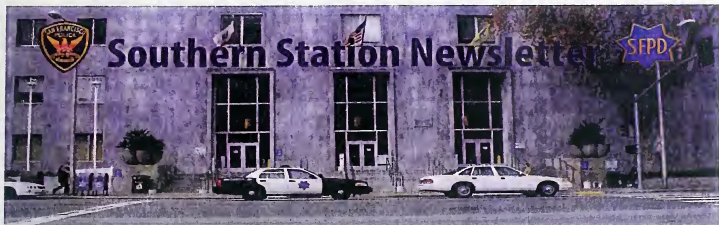
SAME DAYS, SAME TIME, NEW LOCATION!

Mondays, 10 a.m. – 1 p.m.
Thursdays, 2 p.m. – 6 p.m.



New Location





850 Bryant Street San Francisco, CA. 94103 (415) 553-1373

Captain Michael Redmond
December 20th, 2013

Captain's Message

Last night I walked the Mid Market area with members of my Community Police Advisory Board (CPAB) participating in a cell phone theft educational campaign. We passed out prevention cards that were made by the Southern CPAB as part of the ongoing crime prevention education campaign regarding cell phone theft/robberies. We had a great time especially when the CPAB members were approaching people talking or texting and the person would not give them the time of day, until one of us in uniform approached the conversation and showed our support for the CPAB member's safety message.

We have turned a lot of our focus to Robberies in the district over the summer months then leading into winter and the holiday shopping season. The plan included education (to the public as well as providing crime analysis to our officers), enforcement operations and evaluating the engineering of the area's where we have an abundance of robberies reported. This focus has resulted in a dramatic decrease in these crimes. The focus has also resulted in many of the Robberies that are occurring we are making arrests in those cases.

As the Holiday season is in full swing enjoy all of the festivities around but please be safe. Be aware that one bad decision such as driving while impaired can change yours and your family's lives forever. The department will be conducting DUI checkpoints throughout the city this Friday and Saturday nights.

Plan ahead and arrange for rides home if you are drinking. Call 911 if you see impaired drivers on the road.

There are many great arrests listed below but I will have to say as I was finishing the newsletter a passerby decided to break the windows out of two police cars parked in front of the Hall of

Justice. Luckily, there was a cop there when I needed one and the subject was placed under arrest.

Have a Great Weekend and Holiday!

Mike

Monthly Community Meeting

- The next Captain's Monthly Forum: Yerba Buena Center for the Arts
- Date: Wednesday, January 16, 2014
- Time: 6:30 pm
- Location: 701 Mission Street (upstairs conference room)

Arrest of the Week



GUN recovered in search warrant of Robbery suspect's house

A Southern Station investigator accompanied Berkeley Police officers in a search warrant on a San Francisco residence. While searching one of the closets, a loaded pistol and a bullet proof vest were located. The pistol was loaded, with a round in the chamber and there was no safety lock on the pistol. The pistol was found free inside the closet and not store in any type of a safe. The residents have a three year who has access to this closet. Marijuana and scales were also located and seized. The suspect who is a juvenile was booked at the Juvenile Justice Center for several different charges, one including the possession of a firearm. **Great work in getting another gun off the street and out of the hands of children!**

Investigation of the Week



Southern and Tenderloin plainclothes officers take a ½ kilo of Heroin off the streets.

A plainclothes officer at Southern Station had information in regards to a Heroin dealer that was selling large amounts of heroin in the downtown area. This subject was also wanted on a Federal Drug Trafficking Warrant that this plainclothes officer was involved in building a federal case against the subject.

Southern Plainclothes officers through their investigation knew where this wanted felon was living. On Thursday morning, officers set up on his house in Richmond; Ca. armed with a search warrant. They observed the subject leave his house and start his commute to San Francisco, but today was different he was being followed by the SFPD. They followed the subject into the city and into the Tenderloin District where they had already arranged with the Tenderloin plainclothes unit to assist them in the arrest. The Southern Officers were still following the subject when he suddenly pulled over to park his vehicle, arriving at work. They notified the Tenderloin Officers of their observations. Not wanting to give up their identity they ordered the Tenderloin Officers to move in and take down this wanted drug trafficker. The subject exited his car and was immediately arrested on his Federal "safe school" warrant by the Tenderloin Officers. A search of the subject revealed a ½ kilo of Heroin inside his front hoodie pocket.

The Southern and Tenderloin Officers responded back to Richmond, Ca with the assistance of the DEA and Richmond Police Department to serve the search warrant. The search of the house revealed evidence that this subject was actively involved in Narcotics Sales and Trafficking.

Great Arrest and Teamwork!

Serial Inebriate Program Update

The Serial Inebriate Program (SIP) started in May of this year. This is a service oriented program with the goal of seeking out habitual inebriates and getting them help. Officer Duncan Gillies and Tim Faye under the direction of Sgt Nicole Bruckert have done extraordinary work in the Southern, Tenderloin and Central Districts since the inception of this program.

A couple of numbers to reflect on since this program started are; they have made 296 contacts with individuals that were under the influence who were either referred to the Sobering Center (initial step to participate in the SIP program) or booked at County Jail because they were not eligible to stay at the sobering center. Of those 296, 133 individuals are currently in the SIP program. Officers Gillies and Faye's primary purpose is to work with the serial inebriates they encounter but they also are always looking out for crime on the streets.

In addition to the contacts listed above they have made 68 Felony arrests and have issued 388 quality of life citations. On Tuesday of this week they were on the 1110 block of Market Street patrolling on their bicycles with their supervisor Sgt Bruckert. They heard a 911 call come out stating there was a person with a gun in the area. They immediately located the 911 caller who was a security guard for a retail market on the block. The security guard told them that he saw a subject whom he thought was crazy walking on Market Street with a gun in his waistband.

As they continued to speak the subject returned to the area and was identified by the security officer. Sgt Bruckert along with Officers Faye and Gillies immediately contacted the subject, handcuffed him and located a loaded .22 caliber semi-automatic handgun.

Significant Arrests

Underground Muni Robbery

Southern Station officers were called to the Montgomery Street Muni regarding a robbery. Bart police officers had already detained a juvenile male in regards to the robbery. A witness and victim came forward to report that the juvenile snatched a hand held tablet from the victim's hand while she was on a muni train. As the suspect snatched the tablet from her hands, he jumped off the train and began running. The witness chased after the suspect until he was able to flag down a Muni inspectors and Bart police officers. The suspect was still in possession of the stolen tablet when Bart police stopped him. The tablet was returned to the victim and the suspect was booked at the Juvenile Justice Center on robbery charges. **Occurred; 12/06/13 at 1:15pm.**

DUI Investigation

While directing traffic at 1st and Natoma Sts, a female officer encountered a male driver, talking on his cell phone while driving through the heavy traffic. She asked him to roll down his window. The driver appeared to be confused and eventually parked his vehicle to speak with the officer. After a short conversation the officer determined that the driver was under the influence of alcohol. The driver became irate when the officer. The driver then shoved the officer and threatened to beat her up. A good citizen, seeing that the officer did not have back-up, stood by to help as other officers arrived. The backup officers conducted an investigation which determined that the driver was under the influence of alcohol. The driver was booked at County Jail for driving under the influence, battery and threats on a police officer. **Occurred; 12/06/13 at 6pm.**

Auto Booster in Waiting

A resident on Langton St called 911 after witnessing a male suspect peering into vehicles. The witness was able to give officers a very detailed description of the suspect. With the given information, responding officers quickly detained the suspect who admitted to "thinking" about breaking into a car. A spring loaded window punch was located in the suspect's front jacket pocket. Window punches and spark plugs are used to quietly and quickly break windows of vehicles. Auto boosters are often found with this item in their possession when arrested for auto burglaries. Officers were unable to locate any boosted vehicles however many burglaries were prevented due to the diligence of the witness and the officers. The suspect was arrested and booked at County Jail for the possession of a burglary tool. **Occurred; 12/06/13 at 11am.**

Stolen Vehicle Suspect Caught

While on patrol Southern Officers were driving a patrol vehicle, equipped with a Low jack detector. The detector sounds off when a stolen vehicle is in a certain radius of the detector. When the detector sounds off it provides the officers with a code. Dispatchers are then able to determine the license and type of vehicle with the code provided by the detector. Officers were in the area of 12th St when the detector sounded. With the license plate number and description of the vehicle they located the stolen vehicle at a gas station on 14th and Mission Sts. The driver was inside the car and taken into custody. The victim was called and his vehicle was returned to him. The driver was booked at County Jail for stolen vehicle related charges. **Occurred; 12/07/13 at 10:30am.**

Traumatic Brain Injury

Southern officers were called to 5th and Market Sts regarding a traumatic brain injury. Several witnesses were on scene and reported that the victim was walking down 5th St when a male suspect approached him from behind, hitting him in the back of the head causing the victim to fall to the ground. The suspect then kicked the victim in the ribs. Several witnesses were able to provide officers with a description of the suspect. The suspect was located a block away on Mission St. As the officers approached the suspect to detain him, they could hear him talking about how he kicked the guy because he knows the victim's sister. The victim received further treatment at San Francisco General Hospital and the suspect was booked at County Jail for aggravated assault and for several outstanding warrants. **Occurred; 12/08/13 at 11:30am.**

Vehicle Burglary

A 6th Street resident called 911 after witnessing a male subject breaking into a U-Haul truck with a metal bar. The responding officers located the male subject half a block away from the boosted vehicle. The subject was holding a bicycle frame, which was taken from inside of the truck. The witness identified the subject and he was booked at County Jail for auto burglary. **Occurred; 12/10/13 at 1:45hrs.**

Heroin Arrest

Southern Station Foot beat officers were in the area of Un Plaza when they were flagged down by a gentleman who was patiently waiting to use the public restroom. These public restrooms are often used as a cloak for a variety of street crimes such as narcotic use and sales. The officers could hear two people inside of the bathroom which is against the San Francisco Municipal Code. The subjects inside the bathroom refused to open the door. Therefore the officers forced the door open revealing two subjects inside the bathroom shooting heroin intravenously. One of the subjects was in possession of heroin and the second subject had several outstanding warrants for his arrest. Both subjects were booked at County Jail. **Occurred; 12/11/13 at 12:30pm.**

Auto Booster Caught by Cops

Undercover officers were conducting surveillance in the area of 5th and Mission Sts when they caught a male subject looking into vehicles with a flash light. The subject then broke out the back window of the vehicle and selected a back pack from the backseat. He then began walking south on 5th St. Back up officers arrived and the suspect was taken into custody and booked at County Jail for vehicle burglary, probation violation and the possession of burglary tools. **Occurred; 12/11/13 at 10:00pm.**

Robbery Suspect Caught on 6th Street

A 6th St resident was about to pay for her food at a local restaurant when a male subject approached her from behind and demanded her for money. The subject then punched her in the face and grabbed a five dollar bill from her hand. The subject then brandished a knife and the victim fled the restaurant fearful for her safety. The victim flagged down officers who located the suspect a block away from the scene. The suspect was booked at County Jail for robbery related charges. **Occurred; 12/12/13 at 6pm.**

Auto Booster on Mission Street

Undercover Southern police officers caught an auto booster while conducting an auto burglary abatement operation. The undercover team responded to a dispatched call of an auto booster at Mission and 7th Sts. The 911 caller had just witnessed a male suspect breaking into a vehicle. After several attempts the suspect was successful in breaking the window with a metal object. The suspect then leaned over into the vehicle and began rummaging through the front compartment. The suspect selected a few small items and walked away from the vehicle. The undercover team located the suspect half a block away from the boosted vehicle. The victim arrived on scene and confirmed that the suspect stole a handful of chain that was inside the cup holder of the vehicle. The suspect was booked at County Jail for several burglary related charges. **Occurred; 12/13/13 at 11:50pm.**

Methamphetamine Arrest

Undercover Southern officers stopped a subject matching the description of a suspect casing vehicles in the area of Bluxome and 5th Sts. A computer check revealed that the subject has two outstanding warrants for the possession of Methamphetamines. The subject was placed under arrest and during the arrest search the officers located a baggie containing a crystallized substance, suspected methamphetamine and a baggie of marijuana. Officers tested the crystallized substance, which tested positive as methamphetamine. The subject was booked at County Jail for the outstanding warrants and two additional charges for possession. **Occurred; 12/13/2013 at 11:35pm.**

Auto Booster Wearing a Santa Hat

Officers were dispatched to an auto boost on Kate St which is located off Bryant St. The 911 caller described the suspect as a male wearing a red Santa Claus hat. The responding officers were able to quickly locate the suspect due to the Santa hat. The suspect was in possession of the victim's GPS unit and several burglary tools. The suspect's rap sheet revealed that he has been convicted numerous times for burglary. He was later booked at County Jail for auto burglary, possession of burglary tools and stolen property. **Occurred; 12/14/13 at 2:30am.**

Son Attacks his Father at Work

Officers responded to the 25th Floor of 525 Market St regarding a suspect with a knife. Officers arrived on scene to find a dozen employees hiding inside the conference room. One employee explained the son of a fellow co-worker was seen strangling his father inside his office. When they tried to stop the suspect, he turned and began threatening the employees while holding a knife. The suspect then fled to the 26th floor. Officers unsure where the suspect was at the time began taking the necessary steps to avoid the suspect barricading himself or holding hostages. The SFPD tactical team arrived on scene and began to sweep the building for the suspect. The suspect was soon located in the lobby of the building. The suspect stole his father's Ipad, which officers were able to track. The suspect was arrest and no employees were injured. The son's father suffered a laceration to his lip and bruising on his neck from the strangulation. The suspect was booked at County jail for assault and threats. **Occurred; 12/16/13 at 11:40am.**

Hotel Luggage

Marriot called security after catching a burglary suspect in the employee only area on the first floor. The suspect was caught on video footage taking luggage from the lobby. The suspect then wheeled the luggage out of the hotel exit which leads to Yerba Buena Lane. The suspect then comes back into the hotel and is caught on footage entering the employee only area where he was detained. Police officers then took the suspect into custody. The stolen luggage was never located. The suspect was booked at County Jail for burglary charges. **Occurred; 12/16/13 at 6:15pm.**

Fare Evasion on 11th Street

Officers were assigned to the Operation Muni Surge, which is an operation to boost the police presence and public safety. Officers and Muni inspectors were monitoring the outbound Muni buses on 11th St when a female passenger refused to provide proof of payment. The female exited the bus and began walking north on 11th St. Officers approached her and again asked her for proof of a Muni ticket or receipt. The female again refused to provide this information. The officers explained to her that she will be issued a ticket and be on her way. The female ignored the officers and continued walking on, refusing to provide identification. Officers tried to stop the female from walking away but she resisted their attempts by pushing them. Officers then placed her under arrest, which she in turn spit directly into an officer's face and right eye. She was arrested and booked at County Jail for resisting arrest, battery on an officer and fare evasion. **Occurred; 12/17/13 at 09:20am.**

Illegal Recycling and Drug Ring

Illegal recycling in the Southern district has been an ongoing issue and nuisance to its residents and business owners. The bottle collectors often steal the recycling bins and use them for collecting bottles or sometimes they are used for a one time collection. The bins are often left behind forcing residence and business owners to purchase a new bin. The collectors respond to several different areas in the district where they are met by a middle man in a truck, who then pays the collectors for their stash of recyclables. The collectors are sometimes paid in currency or narcotics. Officers were in the area of 12th and Mission Sts when they noticed one of the recycling trucks parked with the driver in the driver seat and the passenger was out standing on the sidewalk. The driver was recognized from previous incidents regarding illegal recycling. The driver gave the officers permission to look into the bed of the truck which contained glass and aluminum bottles. The officers located a package of 'Mentos' candy. Inside the package were thirty small individually wrapped rocks, crack cocaine. The driver was taken into custody and booked at County Jail for possession of narcotics. **Occurred; 12/17/13 at 11pm**

Significant Incidents

Treasure Island Theft

Treasure Island residents returned home to find jewelry and cash missing from their bedroom. There were no signs of forced entry into the residence and the doors and windows were locked and secured when the residents left for the day. Neighbors, who had been home all day did not hear or see anything suspicious. **Occurred; 12/06/13 between 7:30am-6pm.**

Treasure Island Auto Boost

A victim parked her vehicle on California Ave, leaving it locked and secured. When she returned hours later the back window had been broken out. Her three thousand dollar camera and purse containing her wallet and credit cards were missing from the vehicle. **Occurred; 12/07-08/13 between 2pm-1:30am.**

Powell and Market St Robbery

Two friends were walking down Powell St when they were approached by a "crazed" suspect. The suspect was described as being high on drugs. The suspect yelled, "Give me my stuff back!" The victims had never seen the suspect before in their lives. The suspect then punched the male friend and shoved him to the ground. The suspect then snatched the victim's keys out of his hands and fled the scene. The victim suffered minor injuries and the suspect is still outstanding. **Occurred; 12/07/13 at 8:30.**

Family Dispute Turned Stabbing

Three cousins who had been drinking together in the area of 2nd and Dow Sts were headed home when one of the intoxicated cousins became irate. The drunken cousin began yelling and screaming, threatening to beat up the other two cousins, one being a female. The female cousin placed herself in-between the two cousins, in attempt to stop a fight when she felt a sharp pain in her thigh area. She fell to the ground and saw a large amount of blood coming from her thigh. The drunken cousin quickly fled the scene. SFFD medics responded to treat the female for a stab wound to her thigh. **Occurred; 12/08/13 at 1am.**

Guy Place Burglary

A suspect gained entry into a residential building on Guy Pl. The suspect pried the main entrance door open. Once inside the suspect forced opened the locked door leading to the garage. Inside the garage he cut the lock of a bicycle and fled the scene on the bicycle. The investigation is pending further surveillance footage. **Occurred; 12/08-09/13 between 11:30-8:15am.**

Robbery at Gun Point

A victim was walking on 10th St at Mission St when he heard loud footsteps approaching him from behind. The victim turned to see a suspect pulling out a black handgun from his waist band. The suspect pulled the slide back as if loading a bullet into the chamber. The suspect demanded for the victim to hand over his property. The victim fearful for his life handed over his Iphone and cash. The suspect fled the scene. **Occurred; 12/09/13 at 8:20pm.**

Market and Jones Robbery

Officers were called to St. Francisco Hospital on the report of a victim of a stabbing. The victim told officers that he was on the corner of Jones and Market Sts trying to sell his gold chain when a male subject began inquiring about his merchandise. The victim allowed the subject to observe the chain which is when the subject told the victim that he was going to take the chain. The subject told the victim that he is from the 'O' slang for Oakland. The victim said he tried to take the chain from the subject but the subject pulled out a knife and stabbed him five times in the left triceps. As the victim fell to the ground, the subject kicked him once in the face, chipping the victim's front tooth. The subject then fled the scene with the gold chain. **Occurred; 12/10/13 at 9:30pm.**

Treasure Island Residential Burglary

Residents left their home locked and secured at 5pm. When they returned at 10:20pm, their sliding glass door that leads to the backyard had been shattered. An Ipad, two cameras, purses, jackets, misc. clothing, eight pairs of shoes, a kindle and head phones were taken from the residence. **Occurred; 12/12/13 between 5pm-10:20pm.**

Auto Boost on Spear Street

Victims parked their locked vehicle on Spear St and Folsom St. When they returned, the back window had been shattered and a two laptop bags containing laptops had been taken from the car. **Occurred; 12/12/13 between 7pm-8:15pm.**

Residential Garage Burglary

Residents on Sheridan St reported that two of their bicycles were taken from the residential parking garage. The bicycles were last seen chained with bike locks inside the garage at 5pm. An hour later the bicycles and locks were gone. The garage is not equipped with surveillance footage therefore no suspect description was reported. **Occurred; 12/14/13 between 5pm-6pm.**

Berry Street Bicycle Theft

A San Francisco resident parked his vehicle on Berry St and took his bicycle out of his vehicle. He placed the bicycle next to his vehicle and then began to tend to his dog with his back to his bicycle. He looked up a few moments later and saw a subject wearing a green hat, riding away on his bicycle. The victim tried to chase after the suspect but lost him in the Mission Bay area. Officer located a subject matching the limited description of the suspect however the subject did not have a bicycle in his possession and the victim was unable to identify the suspect. **Occurred; 12/16/13 at 7:10am.**

Suspicious Occurrence on Howard Street

Employees at the Department of Health building on Howard St arrived to work to find a suspicious package chained to the front entrance gate. They immediately evacuated the building fearful that the box was containing an explosive device. Southern officers arrived and determined the box to be a suspicious package and the SFPD Bomb Unit responded. The Bomb unit detonated the box and it was determined that it did not contain an explosive device but better safe than sorry! **Occurred; 12/16/13 at 8:30am.**

Treasure Island Hot Prowl

Treasure Island residents were upstairs when two suspects shattered their sliding back door. A laptop and shoes were taken out of the living room. A neighbor saw the suspects casing the house and climbing over the back fence where the door is located. Luckily the suspects were caught on camera and the investigation will continue to locate these suspects. The suspects were described as juvenile males. **Occurred; 12/16/13 at 10:25am.**

Treasure Island Assault on Muni

A Muni passenger was harassed by another passenger while on the bus. The suspect began yelling at the victim and accusing the victim of almost causing an accident. The victim went to exit the bus when the suspect kicked her twice in the shins. Officers were unable to locate the victim. **Occurred; 12/17/13 at 7pm.**

Assault with Pepper Spray

Officers were called to the 600 block of Market St concerning a victim who had just been pepper sprayed. The victim explained that he was arguing with a known suspect, who often panhandles in the area. During the argument an unknown female suspect approached the victim and pepper sprayed him in the face. Both suspects then fled on foot and out of the area. **Occurred; 12/17/13 at 10:50pm.**

Robbery on Sumner and Howard Streets

The victim was walking on Howard St when he heard footsteps quickly approaching him. The male suspect punched the victim in the side of his face. The victim and suspect struggled on the ground until the suspect placed his knee into the victim's chest and demanded for the victim to empty out of pockets. The victim handed over his wallet and cell phone. The suspect left the wallet after realizing that it was empty and fled with the cell phone. **Occurred; 12/19/13 at 9pm.**

"Focus on the Five" Traffic Safety/Enforcement

The most frequent illegal driving behavior resulting in injury accidents in Southern Police District is CVC 22350, violations of the basic speed law. The second most common illegal behavior contributing to injury accidents is CVC 21453(a) running a steady red light. Finally, the third illegal behavior contributing to injury accidents is CVC 21950(a), Pedestrian Right of Way violations. These violations occur in a variety of locations and in some locations a mix of two or more violations have resulted in injury accidents.

Throughout the year we have directed officers to "Focus on the Five" most dangerous intersections in the district when they are not on an assigned call for service. We will be engaging in increased traffic enforcement in the below listed area's that have been identified as dangerous intersections.

Market Street at Octavia Boulevard: Market Street at Octavia Boulevard is the highest intersection for injury related crashes. Vehicles traveling eastbound are turning right onto Octavia Boulevard and causing collisions with eastbound bicyclists in violation of 22101(d) CVC resulting in serious injury accidents.

7th Street between Harrison Street and Folsom Street: Bessie Carmichael Elementary School is located on 7th Street between Harrison and Folsom Street. School has returned to session and based upon recent incidents, as well as citizen complaints; this area has high potential for pedestrian related traffic collisions, especially involving children. Eastbound red light violations of 21453(a) CVC and driver's failing to yield to pedestrians when making the right turn onto Folsom Street from northbound 7th Street in violation of 21950(a) CVC.

Harrison Street at 4th Street: Bessie Carmichael Middle School is located on Harrison Street between 4th and 5th Streets. School has returned to session and based upon recent incidents, as well as citizen complaints; this area has high potential for pedestrian related traffic collisions, especially involving children. Westbound red light violations of 21453(a) CVC and driver's failing to yield to pedestrians crossing east on Harrison Street and south on 4th Street in violation of 21950(a) CVC will be aggressively enforced in this corridor.

10th Street between Mission Street and Brannan Street: 10th Street between Mission and Brannan is the second highest "key red light running corridors" with a violation of 21453(a) CVC resulting in serious injury accidents.

Mission Street between 5th and 10th Streets: Mission Street between 10th and 5th Streets is one of the highest "key pedestrian right of way injury corridors" with a violation of 21950(a) CVC resulting in serious injury accidents.

SAN FRANCISCO FIRE DEPARTMENT N. E. R. T.

Neighborhood Emergency Response Team



WHO: Everyone!!!

WHAT: FREE Disaster Preparedness Training

WHERE: San Francisco Fire Department Headquarters
698 2nd Street @ Townsend

WHEN: Tuesday evenings 6:00pm - 9:00pm
January 7, 14, 21, 28, February 4 AND 11, 2014*

* Note: *You must attend all sessions to gain the full benefit of the training.
New students may not join after class session 2.
A Certificate will be issued. Make ups may be approved.*

HOW: To register visit <http://bit.ly/1c3RmoG>, call 415-970-2024, or scan the qr code below.

WHY: So we are prepared to do what we can for each other. Help make SF a resilient City!



Scan me to register
on Eventbrite now!

Visit www.sfgov.org/sffdnert for more on the
training and other class locations.

TRAINING COURSE OUTLINE

1/7 Class Session #1...
Earthquake Awareness,
Preparedness and Hazard Mitigation

1/14 Class Session #2...
Basic Disaster Skills; Fire
Extinguishers; Hazardous Materials;
Utilities Shut-offs

1/21 Class Session #3...
Disaster Medicine

1/28 Class Session #4...
Light Search and Rescue

2/4 Class Session #5...
Team Organization and Management
Terrorism & HERT

2/11 Class Session #6...
Hands-On Training
Skills Development and Application

becitysmart™

Before leaving your vehicle:

NON-EMERGENCY INFORMATION

For non-emergency police:
415-553-0123

ONLINE REPORTING

Citizens can access the
service via the SFPD
website at:

www.sf-police.org

Select the Online Reporting
Icon.

Citizens can make reports
for Harassing Telephone
Calls, Auto Burglary,
Graffiti, Vandalism, Lost
Property and Theft.

Additional types of reports
may be added to the system.

**FIRE
POLICE
MEDICAL
EMERGENCY**

**DIAL
9-1-1**

Lock any items, bags, or packages
in your trunk before reaching your
destination.

Remove, or hide from sight, small
items of value:

(Phone, charging cords, camera,
GPS, money, etc.)

The best way to prevent a break-in
is to leave your vehicle looking
empty.

Always lock your vehicle, close
windows and sunroof.

Do not hide spare keys in your
vehicle, always take your garage
opener with you.



www.sf-police.org



www.sfsafe.org
415 553 1984



Becitysmart is a registered trademark of the
Southern District CPAS

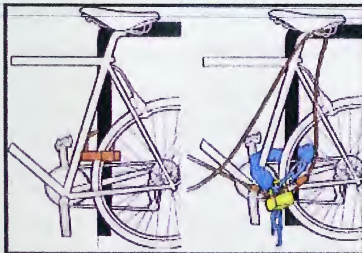
San Francisco Police Department & SF SAFE Anti Bike Theft Tips

Just Purchased A New Bicycle What Do I Do Checklist

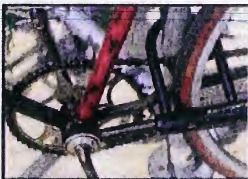
- Write down your serial number, make, model and color of the bicycle. Put it in a safe spot where you won't forget it. The San Francisco Police Department has a freezer form that is very handy. www.sfbicycle.org
- Buy a U-lock. Don't depend on cable locks. They are very ineffective. Learn the right way to use a U-lock. Locking up incorrectly could cost you your bicycle. Any bicycle mechanic or rides clerk will be happy to demonstrate how to utilize the rear triangle.
- Replace quick release hubs with skewer sets. Bicycles are sold with quick release levers for easy parts removal and storage. The downside of this convenience is that anyone can easily pull your seat or front tire in seconds. To prevent this, replace quick release levers with skewer sets. Skewer sets can be bought at nearly any bicycle store and act as a locking nut and lock to prevent your wheels from being removed. Some can only be undone with a special key, while others may require an Allen key. **LOCK UP YOUR BICYCLE EVEN IN YOUR GARAGE!**
- Take several pictures of the bicycle.
- Register your bicycle free of charge with San Francisco SAFE www.sfsafe.org (coming soon).

My Bike was Stolen, What Do I Do Checklist

- File a Police Report. Let agents respond to you or complete a courier report. Make sure you include the serial number, make and model in the report.
- Register with www.sfbicycleregistry.com
- Set up internet alerts using www.film.com or a Google alert.
- Contact www.sfsafe.org for security assessments and more useful information.
- Utilize social media, post to Craigslist, and notify the cycling community.
- If you have video surveillance or possibly know where video surveillance is located then make sure that is indicated in the police report.
- Please follow me on twitter @sfshpblackburn
- Check out www.mrdsstation.org we post stolen recovered bicycles on the Anti Bicycle Theft page.



Sheldon Brown Lock Strategy U Lock/Chain & Mini U Lock



Sheldon Brown Locking Strategy





SOUTHERN STATION RESOURCE LIST

EMERGENCY	911
Non-Emergency	553-0123
SFPD Anonymous Tip Line	575-4444
Customer Service Center	311
Southern Station	553-1373
<i>Southern Station Anonymous Tip Line</i>	<i>552-4901</i>
Web (For Crime Stats, Internet reports, etc.)	www.sfgov.org/police
Southern Station email	sfpd.southern.station@sfgov.org
Captain Michael Redmond	michael.redmond@sfgov.org
Lieutenant Greg Kane (Station Investigations)	greg.kane@sfgov.org
Day Watch Platoon Commanders	553-1373
Lieutenant Chuck Limbert	charles.limbert@sfgov.org
Swing Watch Platoon Commanders	553-1373
Lieutenant Scott Heidohrn and Lieutenant Teresa Gracie	scott.heidohrn@sfgov.org , teresa.gracie@sfgov.org
Market Street Foot Beats	553-1373
<i>Sergeant Brian Oliver and Sergeant Ron Liberta</i>	brian.oliver@sfgov.org , ronald.liberta@sfgov.org
Southern Plainclothes Unit	darren.nocetti@sfgov.org
<i>Sergeant Darren Nocetti</i>	
Southern Station Anonymous Tip Line	552-4901
Graffiti Abatement	278-9454
Graffiti Fax	278-9456
Southern Station Events	553-9191
<i>Sergeant John Conway</i>	john.conway@sfgov.org
Southern Station Permits / Code Abatement	553-9192
<i>Officer Simon Chan</i>	simon.chan@sfgov.org
Southern Station- District Attorney	553-1252
<i>Marisa Rodriguez</i>	marisa.rodriguez@sfgov.org
Deputy City Attorney – Southern District	554-3887
<i>Jennifer Choi</i>	jennifer.choi@sfgov.org
DPW	695-2020 Dispatch (24hrs)
Dept. Parking & Traffic	553-1943
Quality of Life Liaison/Homeless Outreach	553-1373 Officers Miolanen and Reyes
SF SAFE	553-1984 Nicole Workman
	www.sfsafe.org
<i>SF Homeless Outreach Team (24 hour dispatch)</i>	<i>734-4233</i>

Text a Tip from your cellular phone — it's still anonymous

1) Text 847411 (tip411) in the "To" field 2) Type "SFPD" in the text field 3) Type your tip

Using computers with Internet capability, SFPD Operations personnel will view all tips received 24/7 and evaluate each one. If the tip is of an emergency nature, personnel will forward it immediately to the department of Emergency Management for officer dispatch. They will forward all other tips for assignment to the appropriate investigative bureau or district station. Investigative units will have an Internet-capable computer at their disposal and will be able to text back and forth with the tipster based on a randomly assigned ID number that the system provides by Citizen Observer, Inc. The ID number is wholly confidential and is maintained in the company's server.

A Message from SF SAFE:



Watch streets become communities, and neighbors become friends. Watch crime go down, as security goes up. Watch police become partners as you join with them in making your neighborhood a better place to live.

Start a Neighborhood Watch on your block and see all these things happen! SF SAFE (Safety Awareness for Everyone) will give you the knowledge and tools to create a stronger, more cohesive and resilient community, and teach you how to be prepared and empowered at work, on the streets or sidewalks and in your home.

Contact SF SAFE at 415-553-1984 or learn more at www.sfsafe.org

311 Customer Service Center:

What is 311? 311 is a toll free, NON-EMERGENCY phone number that the public can call to access information about government services. A live customer service representative will be available 24 hours a day, seven days a week, and 365 days a year. The service is available to both wired and wireless customers. Wireless customers should call (415) 701-2311. 311 employees will be able to provide translations services in more than 145 languages and dialects and will employ a diverse staff of customer service representatives. Additionally, 311 is set up to accept calls from the hearing impaired by utilizing a TTY System.

*311 will also take police reports if you DO NOT have any suspect description and the crime is not in progress. After meeting these conditions these are the reports 311 will take: Harassing phone calls, vehicle break in, vehicle tampering, lost property, theft, and vandalism/graffiti reports.

COMMUNITY INVOLVEMENT OPPORTUNITIES

SFPD ALERT Program



San Francisco Police Department Auxiliary Law Enforcement Response Team (ALERT)

The San Francisco Police Department has developed a volunteer citizen disaster preparedness program. The Auxiliary Law Enforcement Response Team (ALERT) will recruit, train, credential, and uniform volunteers to assist law enforcement in the event of a natural or manmade disaster. Volunteers must be at least 16 years of age and live, work, or attend high school in San Francisco. For a comprehensive overview of the ALERT program, please visit our webpage at www.sanfranciscopolice.org/alert

Community Resources/Information

- South of Market neighborhood preparedness: <http://southbeachsafety.com/>

San Francisco Police Department Southern Station Community Meeting



Captain Redmond will be hosting the December community meeting at the 6th Street Safety Hub. Please join us to discuss neighborhood concerns, current crime trends, and learn about the changing dynamics of the Southern Police District.

WHEN: Tuesday, December 17th, 2013

TIME: 12:00pm (Noon)

WHERE: 6th Street Safety Hub (72 6th St)

WHO: Open to public





HOME > INVESTIGATIONS

Navy Subcontractor Breaks Silence About Treasure Island Radiation

A radiation expert among the first to sound the alarm about radiation at Treasure Island speaks publicly for the first time about the Navy's attempts to conceal information from the public

By Vicky Nguyen, Liz Wagner and Jeremy Carroll | Thursday, Dec 12, 2013 | Updated 4:47 PM PST



A health physicist with extensive experience working on radioactive cleanup sites speaks out for the first time and warns that residents and the environment may be at risk on Treasure Island. Investigative Reporter Vicky Nguyen reports in a story that aired on December 11, 2013.

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advertisement

A health physicist commissioned to survey San Francisco's Treasure Island for radiation has revealed for the first time to the Investigative Unit his belief that people never should have been allowed to live there.

Radiation expert Don Wadsworth was hired on a multimillion dollar contract to perform routine tests for radiation on the former naval station beginning in 2007. He says Navy officials told him they didn't expect to find any radiological contamination on the island beyond what the Navy had already identified. But Wadsworth said he found radioactive material on sites throughout Treasure Island, including locations adjacent to occupied residences.

"My job is to protect the people and the environment and it's not getting done," Wadsworth said.

His company, **New World Environmental**, based out of Livermore, has performed military cleanups of radioactive sites around the world, including Hunters Point in San Francisco and the Navy bombing yard on the island of Vieques in Puerto Rico. When asked for his professional opinion about whether people should be living on Treasure Island, he responded without hesitation: "No."

During an interview with NBC Bay Area, Wadsworth reviewed a photo from a Navy report provided to regulators, which highlighted a radiation reading taken at building 1101 on Bigelow Court. The report states that the photo shows a technician "evaluating elevated levels of radiation detected beneath a

siab" or concrete. The reading shows radiation levels of 80,000 cpm and 30 uR/hr, which according to Wadsworth, translates to one million times what the Environmental Protection Agency or the California Department of Public Health would allow for occupancy.

The building on Bigelow Court has never been leased to residents because it is located on a known former solid waste disposal site, but it wasn't until this year that the Navy identified it on a map as being in a "newly identified radiological impacted site."

Wadsworth says that is an example of the Navy's reluctance to reveal the nature and degree of radiation contamination on Treasure Island. When asked whether he believes the Navy has tried to cover up the extent of the radiation he said, "I really don't have a way of knowing what they're doing but certainly it does appear that way."

The Hayes family agrees.

"The information we get from the Navy is all denial saying everything is fine, there is nothing to worry about and we haven't found anything alarming at this point," said Paris Hayes, who has lived on the island with his wife Lucinda for 11 years.

Four days before Thanksgiving, the Hayes' and two dozen other households in six residential buildings received letters from the Treasure Island Development Authority (TIDA) informing them that they would need to vacate their apartments beginning in April 2014. The letter states that the Navy is planning work adjacent to the buildings and that it would be necessary for tenants to move out of the buildings to complete the work. It goes on to say that the work "is part of the Navy's ongoing cleanup of

buried and currently inaccessible low level chemicals" and that it is not related to radiological testing.

"They told us that our relocation was based on the fact that they had to do more surveillance on the property but it was not related to any radioactive material findings," Lucinda Hayes said.

However, in a recent map of survey work at Treasure Island drawn up by the Navy, the six buildings slated for relocation—1205 Bayside Dr., 1311 Gateview Dr., 1325 Gateview Dr., 1313 Gateview Dr., 1133 Mason Ct., and 1237 Northpoint Dr.—are located on or next to "newly identified radiologically impacted sites."

Like 1101 Bigelow Ct., those buildings now need to be tested for radiation.

TIDA director Robert Beck denied that there is evidence of any radiological material being buried where people are currently living. He has continually defended the Navy's position.

"I think they've been extremely straightforward in informing the residents and TIDA," Beck said.

But past events show that the Navy may not have been upfront with regulators and residents when it comes to the radiological legacy on Treasure Island. In March 2001, the state's Integrated Waste Management Board urged the Navy to conduct radiological surveys in the residential area because the Navy hadn't performed tests to prove its claim that the area was clear of radioactive material. And in February 2006, the Navy wrote in its Treasure Island Naval Station Historical Radiological Assessment report that there is "no evidence that radioactive material was deposited in any debris disposal area on [Naval Station] Treasure Island."

The Navy has since acknowledged that radioactive contamination may be more extensive than it had initially reported.

The Investigative Unit requested an interview with Keith Forman, the head of the Navy's Base Realignment and Closure Commission at Treasure Island, but his office said he was not available. After Forman refused to answer questions during a potluck dinner before a public meeting on Treasure Island Tuesday night, NBC Bay Area reached out again to the Navy's communications office. Officials provided this statement:

"The Navy is working collaboratively with the California Department of Toxic Substances Control, Regional Water Quality Control Board, Department of Public Health, US EPA, and the City of San Francisco to investigate, and where necessary, clean up contaminated areas on Treasure Island to protect human health and the environment. The State, the City, and the Navy do not have any data indicating a risk to human health and all agree there is no imminent health risk to current tenants and/or users of the leased property. The Navy proactively communicates our environmental program and cleanup schedules to the public during our bi-monthly Restoration Advisory Board meetings with

Treasure Island residents, and we will be supporting a residential workshop hosted by Treasure Island Development Authority (TIDA) tonight, where residents can ask us questions regarding our cleanup efforts."

However, the statement did not address specific NBC Bay Area questions provided in writing to the Navy's communications office about whether radiological contamination has been detected on or near the six buildings where residents are being forced to move, or reaction to Wadsworth's claims that people never should have been living on the island.

Residents say it has been a frustrating ordeal for the people who live and work on Treasure Island, and their voices have grown louder as more information surfaces. Some of them voiced their concerns at the Tuesday night's Restoration Advisory Board meeting hosted by the Navy.

"You're playing with thousands of people's lives out here," said Seandra Conley. "You come here and you tell us what you want us to hear. But I think you need to go back to whomever and let them know that the tenants on Treasure Island are no longer buying it."

The Navy has to assess and clean up the island before selling it to the city as part of a planned \$1.5 billion housing development, although there is no firm data for when the project is set to begin.

Wadsworth warns that the radiological material must be dealt with and cleaned up correctly.

"It's a very nice location," he said. "I can see why people want to develop it. But, having people live there and just cover it over, it's going to have a significant impact on people's health."

If you have a tip for the Investigative Unit email theunit@nbcbayarea.com or call 888-996-TIPS.

Find this article at:

www.nbcbayarea.com/investigations/Navy-Subcontractor-Breaks-Silence-About-Radiation-Contamination-at-Treasure-Island-235499911.html

☐ Check the box to include the list of links referenced in the article.

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MMA fighter Munoz to hold fundraiser at Treasure Island for typhoon victims

By Ben Martin

@Benniemartin

Mixed martial arts fighter Mark Munoz only went to the Philippines for the first time two years ago, but when Typhoon Haiyan struck the islands last month, it hit home for the 35-year-old Vallejo native.

He felt for the victims strongly enough that he will host a fundraiser on Treasure Island on Jan. 11 to raise money for disaster recovery in the Philippines.

Most of his family lives in Manila, which was not hit hard by the storm, but that didn't stop Munoz from wanting to help the affected areas recover from what has been called by some the worst storm in history.

"It's where it all started for my parents," he said of the Philippines. "I'm proud of my heritage and I'm proud of where I came from and I'm proud to represent them. To be able to help in this time of need is what I want to do."

[click to enlarge](#)



DAVID BECKER/AP FILE PHOTO

Vallejo's Mark Munoz, the UFC's No. 7 middleweight, visited his parents' homeland of the Philippines two years ago.



Treasure Island still radioactive?

Updated: 2013-12-19 09:01

By Chen Jia in San Francisco (China Daily USA)

San Francisco's Treasure Island, a man-made island on the path of the important trans-bay bridge connecting San Francisco's financial district and Oakland, is more contaminated with radiation than has previously been disclosed, reports suggest.



San Francisco's Treasure Island is a man-made island on the path of the important trans-bay bridge connecting San Francisco's financial district and Oakland. [Photo by Chen Jia]

The suspected source of the contamination is related to the island's historic role as a Cold War repair and salvage operation for ships that may have been exposed to nuclear testing in the Pacific, according to a recent report in the San Francisco Chronicle.

Another potential source was a training ship the US Navy intentionally doused with low-level radiation so sailors could practice cleaning it.

The city of San Francisco bought Treasure Island from the Navy for \$105 million in 1993. Today, the island has become a community for low-income residents and international students seeking inexpensive housing near pricey San Francisco. There are no supermarkets or high-rises on the island.

A redevelopment project on the 400-acre island got the China Development Bank and Chinese Railway Construction Corp involved in negotiations with Lennar Corp, one of the biggest homebuilders in the US, for a hefty investment up to \$1.7 billion.

The project included the redevelopment of former Hunters Point Naval Shipyard in San Francisco.

However, the deal fell apart in April just after San Francisco Mayor Ed Lee's first trade visit to China. Prior to his trip, Lee had expressed his support and hopes for the contract, which would stimulate the area's economy and create jobs.

Sources familiar with the deal said it collapsed because the Chinese side wanted more control over the projects than their US partner expected. The real reason is still unclear as neither the Chinese bank nor the rail company has made any official comment.

As recently as May, the California Department of Public Health warned of the possibility of lingering radiation on Treasure Island.

despite Navy and state agency assurances that cleanup work on the island had been thorough and the remaining risk was too minimal to raise concerns.

Internal e-mails and documents obtained by the Bay Citizen, however, reveal the Navy's cleanup was riddled with mistakes, according to the report in the Chronicle.

The earliest signs that Treasure Island may have been exposed to radiation from ships' exposure to nuclear testing in the Pacific appeared in a Navy draft report dated Aug 6.

The Navy had to prepare the draft report under pressure from state regulators, who said cleanup workers found radioactive waste in unexpected locations.

Local media quoted state public health official Peter Sapunor saying that Navy contractors had dug up 16,000 cubic yards of contaminated dirt, some of which had been confirmed with radiation levels 400 times the Environmental Protection Agency's human exposure limits for topsoil.

Extensive radioactive material might remain in the soil surrounding those excavations, it was reported.





San Francisco's Treasure Island is a man-made island on the path of the important trans-bay bridge connecting San Francisco's financial district and Oakland.[Photo by Chen Jia]

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Hot Spots: Radioactive San Francisco

by [Source](#) on December 20, 2013 · [0 comments](#)

in [Culture](#)

This story is important in and of itself, but also because it once again unearths the region's role in the birth of the atomic age, and also highlights the radioactive legacy that continues to haunt us.



(our vision for Ocean Beach, San Francisco)

By Michael

Steinberg / [blackrainpress](#)

On November 13 the San Francisco Chronicle ran a lead story written by the SF-based Center For Investigative Reporting. The story was about the radioactive contamination of Treasure Island, a former US Navy base in the middle of the Bay.

The Chron article reported that 575 metal discs consisting of radioactive radium-226 had been found in the ground at Treasure Island as of 2011. The report did not mention that the radioactive life of radium-226 is millennia, over 16,000 years.

The Navy has claimed that all its radwaste on the island had already been hauled away. In August 2012 RT News, a Russian English language news service, reported "Navy contractors excavated and removed 16,000 yards of contaminated dirt, some with levels of radiation up to 400 times above the EPA limit for human exposure."

And in September 2012 the East Bay Express reported "Over the past five years, at least 3 shipments of extremely radioactive waste—most of it from the metal disks—have moved from Treasure Island to a secure location."

This radwaste was so hot that proximity to it for a few hours could kill you in a month.

But where is this "secure" location, and who's going to keep an eye on it for the next 16,000 years? And what effect has it had on the health of the mostly low income tenants who have been living in former Navy housing on Treasure Island?

Or the people who use its recreational facilities, such as Little League fields? The Center For Investigative Reporting article reported:

"Every weekend, families from around the region flock to the baseball fields along Treasure Island's eastern side for Little League games. Outfielder Cole Scott, 13, said fly balls have often sailed into fenced areas posted with radiation warning signs. And he said people just as often climbed over the fence to fetch them."

The Chronicle did not include the above passage in its November 13 top story.

So, where did all this hot stuff come from?

Treasure Island

In October 2010, Calwatch.org provided the following information, from a 2006 Navy report "Treasure Island Historical Radiological Assessment."

The Navy operated a training center on Treasure Island for the study of nuclear warfare and decontamination from the late 1940s up into the 1990s. "Part of the training involved the hiding of radioactive buttons around the training school. Then students armed with Geiger counters would try to find them." Maybe the emphasis here should be on "try?"

One school document listed "Radionuclides of Concern." This included cesium-137, radium-226, thorium-232, strontium-90 and plutonium 239. All of these are potentially lethal, with long radioactive lives. They would be expected to appear after a nuclear weapon detonation, which the students were training to deal with. "All made appearances at one time or another on the Treasure Island base," Cal Watch member Anthony Pignatori reported.

In April 2013 Bay Citizen, a publication of the Center for Investigative Reporting, broke the news that it had

found cesium-137 (radioactive life 300 years) on Treasure Island. Two of its reporters had taken soil samples from the site and sent them to two independent testing labs. Both labs found C-137 in the soil.

Bay Citizen also reported on the findings of an August 2013 Navy study of radwaste on Treasure Island. Among these was that for the -

"first time the military acknowledged that the island, created from landfill in 1937, was used as a repair and salvage center during the Cold War for ships that may have been exposed to nuclear testing in the Pacific."

The most common way to decontaminate the nuked ships back then was to sandblast them, creating more radioactive waste in so doing.

And so there are multiple ways Treasure Island could have become a nuclear hotspot.

On November 27, a few weeks after the Chron story, KTVU Channel 2 reported that low income residents of 24 units on Treasure Island, some of whom had lived there for more than a decade, had received a letter from San Francisco officials informing them that would have to move soon.

With soaring evictions in San Francisco another hot topic, the timing couldn't have been worse. The letter, dated November 25, was from Richard Beck, boss of the Treasure Island Development Authority.

Beck said their homes were contaminated, but that the eviction action was "not related to an ongoing radiological survey." Supposedly the tenants could move to other housing units on the island.

Becker claimed that six units, said to be contaminated with arsenic "may have to be demolished."

The city plans to have luxury highrise housing built on Treasure Island. Only the continuing contamination and the remaining low income tenants are standing in the way.

Hunters Point

Disturbing as Treasure Island's radioactive history is, that of Hunters Point Naval Shipyard appears to be even more sordid. To begin with, it was the transit departure point for Little Boy, the atomic bomb the US dropped over the civilian population of Hiroshima in August 1945, murdering hundreds of thousands of civilians.

A review of the events leading up to that action seems to be in order here. Since Japan had bombed Pearl Harbor in late 1941, the military forces of the two nations had fought a furious and increasingly degenerate war.

The US knew that Germany was trying to build an atomic bomb too, and the race was on.

By June 1945 the fighting was over in Europe, with the Allies victorious. But the war was still raging in the Pacific, though the US had the upper hand. It wanted to get it over with ASAP. In March 1945 US B29 bombers firebombed Japanese cities. They dropped hundreds of thousands of napalm bombs on Tokyo.

But even after horrendous conflagrations and major loss of life, Japan would not surrender.

In mid July, the Navy ship Indianapolis, which had just been repaired at Mare Island Naval base in Vallejo, CA,

received orders to report to Hunters Point to pick up “special cargo.”

The following account by a Naval officer from July 1945 appeared in the SF Bayview newspaper on August 31, 2009:

“On July 15 we were ordered to go to San Francisco (Hunters Point) to pick up some cargo. We tied up there and two big trucks came alongside. One truck was put in the port hangar. Two Army officers from [the other] truck carried “a canister about 3 foot wide by 4 foot tall...Later on, I found out that this held the nuclear ingredients for the bomb, and the large box in the hangar contained the device for firing the bomb.”

“We sailed at 0800 the morning of 16 July. We arrived in Tinian [near Guam Island in the Pacific, from which the B-29 carrying the A-bomb flew off] the morning of 26 July and unloaded the material and bomb which was later dropped over Hiroshima,”

Also on July 16 the US set off the first atomic bomb ever in Alamogordo, New Mexico.

But that was just the beginning of Hunters Point’s involvement with nuclear operations.

Hunters Point began operating as a Navy shipyard in the early 1940s. It soon became the only Navy shipyard in Northern California that could deal with large warships.

After World War II ended, the US wasted no time in continuing nuclear operations. In July 1946, during Operation Crossroads, it set off two A-Bombs at the Bikini Atoll in the Pacific. Nearly 100 “target” and 150 “support ships” sat in surrounding waters.

The Navy wanted to see how the ships would do in an atomic blast.

There were animals on some of the ships, ranging from goats to rats. The Navy wanted to know how they would do too. As it turned out, neither did so well. A lot of the animals died, and a lot of the ships, those that didn’t sink, ended up contaminated with radioactive fallout from the two atomic blasts.

The Navy did what it could to decontaminate them, but its efforts “revealed conclusively that removal of radioactive contamination of the type encountered on target ships cannot be accomplished successfully,” a Navy fact sheet on Operation Crossroads stated.

As for the support ships, the fact sheet goes on, they “were decontaminated as necessary and received a radiological clearance before they could rejoin the fleet. This required a great deal of experimentation, primarily in San Francisco.”

And primarily at Hunter’s Point.

Community Window at Hunters Point reported “18 target and observation vessels were decontaminated at Hunters Point,” after Operation Crossroads, and that subsequently the shipyard “decontaminated ships associated with Pacific atomic and thermonuclear (H Bomb) testing generated radiological materials and waste.”

Hunters Point was also the home of the Naval Radiological Defense Lab. This facility’s “purposes included radiological decontamination of ships exposed to atomic weapons testing,” and also “included conducting

research and experiments on decontamination, the effects of radiation on living organisms, and the effects of radiation on materials," the Navy reported, from post WWII until 1969. It became the "US military's largest facility for nuclear research," according to the September 1, 2001 SF Weekly.

And, the Weekly reported:

the "shipyard also consolidated radioactive waste from other facilities, including the University of California, Mare Island, and McClellan Air Force Base (near Sacramento)."

As a result of all these activities, substantial amounts of radioactive and other toxic wastes have been found at Hunters Point since its closure in the late '60s.

Subsequently the EPA found "various radionuclides, primarily radium-226 and cesium-137" there.

The EPA declared Hunters Point a Superfund site. How well its been cleaned up is still a matter of controversy, similar to that at Treasure Island. And, as with Treasure Island, at stake is a high end housing development that could destroy surrounding, primarily low income African American, communities.

Farallones

Some radioactive wastes were created or received at Hunters Point, while others ended up in the ground, air and water. Still others were transported off site. Beneath the waters adjacent to the Farallon Islands, 30 miles off San Francisco, sits the Farallon Nuclear Waste Site, the largest US undersea radwaste dump.

From 1946 until 1970 the Navy loaded an estimated 45,000 55-gallon drums of radioactive waste onto barges at Hunters Point, then dumped them in the vicinity of the Farallones. If the barrels didn't immediately sink, sailors shot at them until they did.

Several sources report that the US Navy ship Independence was deep sixed somewhere in the region as well. The Independence was one of the Navy war ships exposed to nuclear fallout in a US Pacific test of an atomic bomb.

The ship was brought back to Hunters Point, where it was determined that it was too radioactive to salvage. According to the September, 2001 SF Weekly report, the Independence was "packed with huge amounts of radioactive waste before it was sunk, very probably in the Farallones."

The Navy's official line is that the 45,000 barrels it sunk contained relatively low levels of radiation that would be harmless to living things by now. But the SF Weekly article reported:

"two government officials say the Navy has acknowledged dumping thousands of barrels of high level, long lived 'special' nuclear waste at the site."

This reportedly included large amounts of uranium and plutonium.

The Farallon Islands are adjacent to the Monterey Marine Sanctuary, which includes much of the coastal waters of Northern and Central California.

And they are smack dab in the middle of the 1282 square mile Gulf of Farallones Marine Sanctuary.

Half Lives

While it is true that the shorter lived radioactive wastes at Treasure Island, Hunters Point and the sea floor beneath the Farallon Islands have decayed away by now, that of the longer lived dangerous ones like radium -226, cesium -137, plutonium and uranium will be around for hundreds of more years, if not millennia. Plutonium 239 has a radioactive life of 240,000 years.

And so too will the threat of cancer and other serious diseases to living things they come in contact with, as well as the potential to cause genetic damage to future generations.

When there is money to be made off of the sites, some the radwastes may be hauled away or covered over. The Navy is supposed to be responsible for this, but it doesn't want to spend the money to do a complete job (if there is such a thing), despite an annual US military budget of over \$700 billion.

And there don't appear to be any accessible health studies of people in possibly affected communities.

After a fire at Hunters Point in August 2000, the EPA hired the Agency for Toxic Substances and Disease Registry to study what the fire might have done to residents of the surrounding Bayview and Hunters Point communities.

The agency reported that this was an "87% minority population," with "higher than the national average rates of asthma, respiratory disease, lung cancer and diabetes."

The communities were "considered vulnerable and may be more sensitive to the effects of exposure to hazardous substances."

And these substances at the former Hunters Point Shipyard included "radiological elements. PCBs, mercury, lead and over 400 toxins that emit very high readings and adversely impact all life forms and that includes humans," according to Francisco Da Costa, director of Environmental Justice Advocacy, in the April 7, 2010 edition of SF Bayview newspaper.

Yet the agency only recommended that the communities should be notified when toxins in the air were higher than usual, so they could leave their homes.

Once again, there don't seem to be any definitive health studies, leaving residents on their own to deal with the diseases related to environmental racism, as well as social maladies like gentrification that seek to push them out of their neighborhoods altogether, dead or alive. And leaving the "better class" that is to replace that population around the toxic sites on their own as well.

Meanwhile the marine life beneath the Farallones is at the no mercy of what's in the 45,000 barrels of radwaste and scuttled A-bombed Navy ship as well. The marine sanctuaries that are supposed to help protect these living things are powerless to deal with this nuclear threat.

And so the atomic war that the US started almost seven decades ago continues in San Francisco and off its shores, giving the lie to its market image as a green city, and continuing to threaten the lives of the innocents and unborn, just as we did in Hiroshima.

All this points to the pressing need to denuclearize our city, our country and our world. The need to stop



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<http://www.newsreview.com/chico/content?oid=12302850>

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Buried toxins on Treasure Island

Residents forced to leave due to radioactive materials beneath homes

Two dozen families living on San Francisco's Treasure Island, which served for decades as a U.S. Navy base, have been asked to leave their homes so that the Navy can clean up toxic substances buried underneath those homes.

In late November, residents of the homes in question received a letter from the Navy informing them that they will be moved out in stages, beginning in April and ending in July, according to [SFGate.com](http://www.sfgate.com). "This work is part of the Navy's ongoing cleanup of buried and currently inaccessible low-level chemicals that were identified in prior assessments," reads part of the letter.

However, according to a recent [NBC Bay Area Investigative Unit news story](#), "people never should have been allowed to live" in the area in which the homes are located, due to its radiological contamination. A radiation reading taken by Navy-contracted radiation expert Don Wadsworth at one of the homes showed levels one million times that recommended for an occupied residence by both the U.S. Environmental Agency and the California Department of Public Health.





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XYIENCE Joins UFC Athlete in Fundraiser for Typhoon Survivors

January 2, 2014 1:49 pm

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LAS VEGAS (Jan. 2, 2014) - XYIENCE Xenergy, the official energy drink of the UFC®, announces that XYIENCE team athlete Mark "The Filipino Wrecking Machine" Muñoz is holding a fundraiser for the survivors of Typhoon Yolanda. The MMA Wrestling Seminar & Fundraiser will take place on Saturday, Jan. 11, 2014 at Treasure Island Event Venue in San Francisco (401 California Avenue). The event is from 9 a.m. to 4 p.m., and includes an autograph signing with the UFC middleweight.



The fee is \$80 for the MMA wrestling seminar that will be held from 9 to 11 a.m. A second wrestling seminar geared toward youth and college students costs \$40 and will run from 1 to 4 p.m. A free autograph signing with Muñoz will take place from noon to 1 p.m. Participants can register at the event or in advance at www.markmunozmma.com.

After watching the shocking news coverage of Typhoon Yolanda, Muñoz was inspired to take action to help survivors. "My family is from another island in the Philippines and was spared, which is why I feel even more compelled to do something for those in the Visayas region who were not so lucky," said Muñoz who has a long history of charitable endeavors. "UNICEF reports that 15 million people were affected by Typhoon Yolanda and 4 million are still homeless. My hope is that the community will support this event and extend help to those who are in need." Muñoz notes that the rebuilding period is anticipated to take about three years. "Recovery from typhoon Yolanda is on-going, this holiday season I am giving to the survivors. You can too," he said.

For more details on how to get involved, please visit www.markmunozmma.com.

"We say that our athletes have the Power to Win," said John Lennon, XYIENCE's president. "When they apply that same type of focus and passion to help others, it's something we want to foster and support. XYIENCE is very proud to be affiliated with Mark Muñoz and to participate in his fundraising event."

About XYIENCE (pronounced zy-ince)

Headquartered in Las Vegas, XYIENCE's sports nutrition products, which include Advanced Protein Complex, Pre-Workout Booster and Thermogenic Fat Burner, among others are designed to support an active and healthy lifestyle. The brand's flagship product is Xenergy (pronounced zen-er-gy) - the official energy drink of the Ultimate Fighting Championship® (UFC®). Launched in 2008, Xenergy is the first energy drink created by a nutrition company and the fastest growing brand in its category. Xenergy is a sugar-free, zero-calorie beverage that is made with all-natural flavors and colors. Xenergy energy beverages are available in Frostberry Blast, Cran Razz, Fruit Punch, Mango Guava, Blu Pomegranate, Cherry Lime, Tangerine and Melon Mayhem. The Xenergy energy family also includes: Xenergy + Lemonade Pineapple and Raspberry and Xenergy + Tea Honey Ginseng and Raspberry Acai. Xenergy + Hydration Grape and Tropical Punch are non-caffeinated beverages fortified with electrolytes and a blend of B vitamins.

Find these and other sports nutrition products from XYIENCE online at www.xyience.com, or at a retailer near you. Or connect with XYIENCE on Facebook, Twitter and YouTube.

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BEVERAGE INDUSTRY JOBS







ITEM 6 (b)
Treasure Island Development Authority
City and County of San Francisco
Meeting of January 8, 2014

Subject: Adopting of proposed Small Business Enterprise Procedures for the satisfaction of the SBE Participation Goals embodied in the Jobs and Equal Opportunity Program, an exhibit to the Disposition and Development Agreement (Action Item).

Contact: Robert Beck, Treasure Island Director

BACKGROUND

The Disposition and Development Agreement ("DDA") by and between Treasure Island Community Development, LLC ("TICD") and Treasure Island Development Authority ("TIDA") is the primary legal document governing the future development activities on Treasure Island and Yerba Buena Island. The DDA was approved by the Treasure Island Development Authority Board of Directors ("Authority Board") on April 21, 2011 and by the San Francisco Board of Supervisors on June 7, 2011. The DDA became effective on July 14, 2011.

The Jobs and Equal Opportunity Program ("Jobs EOP") is Exhibit P to the DDA. Section 3 of the Jobs EOP established policies and participation goals for Small Business Enterprises ("SBEs") in construction contracting by TICD, Vertical Developers and Construction Contractors engaged in the development of Treasure Island. The SBE policies established under the Jobs EOP are for the work of TICD, its successors, agents, and contractors. The contracting activities of TIDA do not fall within the scope of the SBE policies in the Jobs EOP, and TIDA will continue to follow the requirements of Chapter 14.B of the San Francisco Administrative Code for its contracts.

As established in the Jobs EOP, an SBE is a firm located in San Francisco or elsewhere that meets the definition of a Small-LBE as set forth in Chapter 14.B.3 of the San Francisco Administrative Code, provided that First Consideration be given to SBEs located in San Francisco. Per 14.B.3(B) a Small SBE shall have average gross annual receipts in the prior three fiscal years that do not exceed \$14,000,000 for public works/construction or \$2,500,000 for professional and architect/engineering services. Businesses that are wholly-owned by a Treasure Island Homeless Development Initiative ("TIHDI") member non-profit organization are also deemed to be SBEs per the Jobs EOP.

Section 3.2(a) of the Jobs EOP establishes a goal of 41% of the total dollar value of construction contracts for Horizontal and Vertical Development Work be performed by qualified SBEs, and per Section 3.2(b) 38% of the total dollar value of professional service contracts for Horizontal and Vertical Development Work be performed by qualified Small Businesses

Per Section 3.3 of the Jobs EOP, monitoring of compliance and enforcement with the SBE Program is to be performed by TIDA and TIDA "shall establish reporting, monitoring and other procedures for satisfaction of the SBE participation goals under this Program". TICD has reported that they are preparing to advertise for consulting services to assist in preparation of the First Major Phase and Sub-phase applications and has requested TIDA provide SBE Procedures to be followed in advertising, awarding and administering contracts.

DISCUSSION

In preparing these Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) ("SBE Procedures" or "Procedures"), TIDA staff looked to the requirements of both Chapter 14.B and the SBE procedures of the Office of Community Investment and Infrastructure ("OCII", successor to the San Francisco Redevelopment Agency). The OCII policy, like the Jobs EOP, does not limit SBEs to San Francisco-based businesses, but gives first consideration to San Francisco-based businesses. These Procedures establish the steps by which the Authority will evaluate whether a SBE certified by an agency other than the San Francisco Contract Management Division or OCII meets the requirements of the Jobs EOP and the definition of a SBE as set forth in Chapter 14.B.3.

The Procedures incorporate the definition of Covered Work and SBE Partition Goals established in the Jobs EOP and establish contracting, bidding, reporting and planning requirements for work undertaken pursuant to the DDA. The Procedures require each contract include prompt payment and record keeping requirements and incorporate the provisions of the Jobs EOP and the SBE Procedures. Forms for identifying SBEs subcontractors/subconsultants and monitoring of SBE participation are provided as exhibits to the Procedures.

The bidding requirements in these Procedures incorporate and clarify actions required per the Jobs EOP of TICD and bidders on covered contracts to encourage SBE Participation. Because the targeted SBE Participation levels represent cumulative goals, the fulfillment of these required actions is the objective measure against which performance will be evaluated globally, as well as on an individual contract basis. Prospective bidders for construction or professional services contracts must document their compliance with these requirements as demonstration of their "Good Faith Efforts" to encourage SBE participation and achieve the goals.

To assist the Authority in monitoring performance against the SBE participation goals, the Procedures establish reporting and planning requirements for TICD for work under the DDA, and for each vertical developer for work under a Vertical DDA. TICD and each vertical developer shall prepare and submit an annual SBE Report documenting their efforts towards meeting the SBE Goals during the preceding calendar year. If an annual report shows that TICD's or a vertical developer's SBE participation is more than 5% below the participation goal for construction or professional services, the Authority may require that TICD or the vertical developer submit a plan explaining reasons for the reported participation, identifying the work for which bids are anticipated to be solicited in the then-current year, and setting forth the strategies and plans they intend to implement towards achieving the SBE goals.

These Procedures were posted on the TIDA website for review on December 17, 2013, and copies were distributed to the Office of Small Business and the Contract Monitoring Division.

REQUESTED ACTION

Staff requests TIDA Board approval of these SBE Procedures for transmittal to TIDC for implementation in future professional services and construction contracts entered into pursuant to the DDA.

EXHIBITS

- A. Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island)
- B. Section 3 of the Treasure Island/Yerba Buena Island Disposition and Development Agreement Jobs and Equal Opportunity Program, *Participation Goals for Small Business Enterprises*

Prepared by Robert Beck, Treasure Island Director

EXHIBIT A

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)**

I. INTRODUCTION

An objective of the Treasure Island Development Authority in the development of Treasure Island is to create contracting opportunities for small business professional service firms and construction contractors. Accordingly, a Jobs and Equal Opportunity Program (as amended from time to time, the “**Jobs EOP**”) was attached to and made a part of the Disposition and Development Agreement (Treasure Island/Yerba Buena Island) dated for reference purposes as of June 28, 2011 (as amended from time to time, the “**DDA**”).

The Jobs EOP includes a number of employment, contracting and economic development provisions, and section 3, *Participation Goals for Small Business Enterprises*, of the Jobs EOP establishes small business policies and participation goals for Covered Work contracted for by a Covered Person, and section 3.3 requires the Authority to establish reporting, monitoring and other procedures for the satisfaction of the Small Business Enterprise (as defined below) participation goals. These Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (these “**SBE Procedures**”) implement the Small Business Enterprise participation goals set forth in the Jobs EOP and in accordance therewith require good faith efforts designed to ensure that monies are spent in a manner that provides SBEs (as defined below) with an opportunity to compete for and participate in the Covered Work and to ensure broad contracting opportunities for all categories of SBEs. Capitalized terms used but not otherwise defined in these SBE Procedures are set forth in the DDA.

II. APPLICATION

These SBE Procedures apply to all Covered Work undertaken or to be undertaken on the Project, as more particularly set forth below.

III. DEFINITIONS

“**Back Contracting**” shall mean any agreement or other arrangement between a prime contractor and its subcontractor that requires the prime contractor to perform or to secure the performance of the subcontract in such a fashion and/or under such terms and conditions that the prime contractor enjoys the financial benefits of the subcontract. Such agreements or other arrangements include situations in which either a prime contractor or Subcontractor agrees that any term, condition, or obligation imposed upon the Subcontractor by the subcontract shall be performed by or be the responsibility of the prime contractor.

“**Bid**” means a quotation, proposal, solicitation, or offer to perform Covered Work for a Covered Person for a price under a Covered Contract.

“**Bidder**” means any Person that submits a Bid.

“**Chapter 14.B**” means the San Francisco Administrative Code Chapter 14.B.

“**CMD**” means the Contract Monitoring Division of the City or its successor designated by or pursuant to law to implement and enforce Chapter 14.B.

“Commercially Useful Function” means that the Person is directly responsible for providing the materials, equipment, supplies or services as required by the Covered Contract. Persons that provide brokerage, referral or temporary employment services shall not be deemed to perform a “commercially useful function” unless the brokerage, referral or temporary employment services are required and sought by the Covered Person.

“Construction Work” shall have the meaning set forth in the Jobs EOP, which meaning is, as of the date of adoption of these SBE Procedures: construction of all Infrastructure and Storm Water Management Controls required or permitted to be made to the Project Site to be carried out by Developer under the DDA, and construction of all Vertical Improvements to be carried out by a Vertical Developer under a Vertical DDA or LDDA, including the initial tenant improvements, through issuance of the first certificate of occupancy.

“Consultant” means a Person that performs Professional Services directly for Developer or Vertical Developer under a Professional Services Contract.

“Contractor” means any Construction Contractor that performs Construction Work directly for Developer or Vertical Developer (i.e., a prime contractor) under a Contractor Contract.

“Contractor Contract” means an agreement between Developer or Vertical Developer and a Contractor for performance of Construction Work.

“Construction Contractor” shall have the meaning set forth in the Jobs EOP, which meaning is, as of the date of adoption of these SBE Procedures: a construction contractor hired by or on behalf of Developer or a Vertical Developer who performs Construction Work on the Project Site.

“Control” means a Person who possesses the legal authority to manage business assets, good will, and the day-to-day operations of another Person and actively and continuously exercises such authority.

“Covered Contracts” means, individually or collectively as the context requires, contracts for Construction Work, consisting of Professional Services Contracts, Contractor Contracts and Subcontractor Contracts.

“Covered Person” means Developer, Vertical Developer, Contractor, Subcontractors, Consultants and Subconsultants.

“Covered Work” shall mean any and all Construction Work and Professional Services undertaken or to be undertaken on the Project (i.e., under a Covered Contract).

“Gross Annual Receipts” means “total income” (or in the case of a sole proprietorship, “gross income”) of a Person, plus “costs of goods sold” by a Person (the foregoing quoted terms are defined and reported on Internal Revenue Service tax return forms). The term does not include net capital gains or losses; taxes collected for and remitted to a taxing authority, if such taxes were included in gross or total income, such as sales or other taxes collected from customers and excluding taxes levied on the Person or its employees; proceeds from transactions

between such Person and its domestic or foreign affiliates; and amounts collected for another Person by a travel agent, real estate agent, advertising agent, conference management service provider, freight forwarder or customs broker. The only exclusions from the foregoing are those specifically provided for in this definition; all other items, such as subcontractor costs, reimbursements for purchases a contractor makes at a customer's request, and employee based costs such as payroll taxes, shall be included in the foregoing.

"Minimum Competitive Amount" means, for Subcontractor Contracts, four hundred thousand dollars (\$400,000) and, for Professional Services Contracts, one hundred thousand dollars (\$100,000) provided that on January 1, 2015, and every five years thereafter, the Authority shall recalculate such amounts to reflect any proportional increase in the Urban Regional Consumer Price Index from January 1, 2010, rounded to the nearest one thousand dollars (\$1,000).

"Non-San Francisco-based Small Business Enterprise" or **"Non-San Francisco-based SBE"** means a Person that is certified as a small or economically disadvantaged business by the State of California (or any of its political subdivisions, including any city or county), any other state (or any political subdivision of any state, including any city or county) or the Government of the United States.

"OCII" means the Successor Agency to the Redevelopment Agency of the City and County of San Francisco or its successor designated by or pursuant to law.

"Office" or **"Offices"** means a fixed and established place(s) where work is performed of a clerical, administrative, professional, or production nature directly pertinent to the business for which SBE recognition is sought. The place where work is performed is not required to be the headquarters for the Person but the place must be sufficient for providing all of the services to operate the business for which SBE recognition is sought. A rental agreement for the place, rent receipts or cancelled checks for rent payments must be presented or, if the place is owned by the prospective SBE, the property tax or a deed documenting ownership of the place must be presented. For purposes of these SBE Procedures, the following do not constitute an "Office": a temporary location or movable property or one that was established to oversee a project such as a construction project office; post office boxes or residential addresses; work space provided in exchange for services (in lieu of monetary rent); an arrangement for the right to use office space on an "as needed" basis where there is no place is exclusively reserved for the Person.

"Owns" or "Ownership" means that a Person:

(a) possesses a record ownership interest, such as partnership interest or stock interest, of at least fifty-one percent (51%) of another Person or such lesser amount as the Authority determines, under the circumstances of the other Person's overall ownership and control structure, constitutes a significant ability to influence business operations and a strong personal stake in such other Person's viability;

(b) possesses incidents of ownership, including an interest in profit and loss, equal to at least the record ownership interest;

(c) contributes capital to the other Person equal to at least the record ownership percentage (unsecured promissory notes or notes secured by interests in the other Person or the assets of the other Person are not sufficient to constitute capital contributions); and

(d) actively and continuously devotes expertise to the operations of the other Person relevant to the other Person's Commercially Useful Function of a quality and quantity proportionate to the record ownership interest.

"Person" shall have the meaning set forth in the DDA, which meaning is, as of the date of adoption of these SBE Procedures: one or more persons or corporations, partnerships, trusts, limited liability companies, limited liability partnerships or other entities.

"Professional Services" means architectural, engineering, or other professional design (but not including design-build) of the Construction Work (or a portion thereof).

"Professional Services Contract" means an agreement between Developer or Vertical Developer and a Consultant or between a Consultant or Subconsultant and a Subconsultant for Professional Services.

"San Francisco-based Small Business Enterprise" or "San Francisco-based SBE" means a Small Business Enterprise that: (a) has an Office located within the geographical boundaries of the City that is appropriately equipped for the type of business for which the enterprises seeks recognition as an SBE; (b) is listed in the Permits and License Tax Paid File with a business street address located within the geographical boundaries of the City; (c) possesses a current Business Tax Registration Certificate at the date of determination; and (d) has been located and doing business within the geographical boundaries of the City for at least six (6) months preceding the date of determination.

"SBE List" means a list of SBEs maintained and made available to the Covered Person by CMD, the Mayor's Office of Economic and Workforce Development, the Authority, OCII, or such other of additional lists that are Approved by the Authority from time to time.

"Small Business Enterprise" or "SBE" means a Person that is: (i) certified by CMD as a LBE, Small-LBE or Micro-LBE in accordance with Chapter 14.B; (ii) recognized as a Small Business Enterprise or Disadvantaged Business Enterprise by OCII; (iii) recognized as an SBE by the Authority in accordance with Section VI.A; or (iv) a TIHDI member organization or wholly owned by a TIHDI member organization.

"Subconsultant" means a Person that performs Professional Services directly or indirectly for a Consultant (i.e., at any tier) under a Professional Services Contract.

"Subcontractor" means a Person that performs Construction Work directly or indirectly for a Contractor (i.e., at any tier) under a Subcontractor Contract.

"Subcontractor Contract" means an agreement between Contractor or a Subcontractor and a Subcontractor for performance of Construction Work.

IV. SBE GOALS

A. SBE Goals. As set forth in section 3.2 of the Jobs EOP, it is a stated goal of the Authority and the City to support small, locally-owned and disadvantaged businesses and contractors. The following participation goals (the "SBE Goals") are set for Construction Work:

1. forty one percent (41%) of the total dollar value of Contractor Contracts and Subcontractor Contracts shall be performed by qualified SBE Contractors and Subcontractors. The total dollar value of Contractor Contracts shall be net of the total dollar value of all Subcontractor Contracts (i.e., no double counting).

2. thirty eight percent (38%) of the total dollar value of the Professional Service Contracts shall be performed by qualified SBE Consultants and Subconsultants. The total dollar value of Professional Service Contracts shall be net of the total dollar value of all Subconsultant Contracts (i.e., no double counting).

B. Only SBEs. Only Persons meeting the definition of an SBE under these SBE Procedures as of the date that the applicable Covered Contract was executed and delivered will be counted as an SBE for calculation of SBE participation towards meeting the SBE Goals; provided, however, that if as of such date a Person has submitted materials to the Authority for recognition as an SBE in accordance with Section VI.A and such Person is thereafter so recognized, such Person will be counted as an SBE for calculation of SBE participation towards meeting the SBE Goals.

C. SBE Goals Cumulative. Meeting the SBE Goals may be challenging for particular aspects of the Construction Work and thus the SBE Goals are cumulative, rather than individual by Covered Contract or Covered Person. But Developer and Vertical Developer shall consider the cumulative goals from the start of any Covered Work and plan accordingly in good faith to meet the SBE Goals throughout the applicable Covered Work.

D. Subject to Availability. The ability to meet the SBE Goals will depend, in part, on the availability of qualified SBE Bidders who 1) are capable of providing the Covered Work; and 2) submit Bids that are commercially reasonable and meet or exceed the Bid specifications. Nothing in these SBE Procedures shall be interpreted to require a contract being awarded to a Person without the capacity to perform the scope of work under the contract.

V. BID REQUIREMENTS

A. Supporting Information. Each SBE Bidder shall include with their Bid evidence of their then-current status as an SBE and an attestation to the truth and accuracy thereof. Such information may include, as applicable: a letter from TIHDI indicating that the Bidder is a TIHDI member organization or wholly owned by a TIHDI member organization; a document from CMD, OCII or the Authority certifying or recognizing such Person as an SBE; or, for a Non-San Francisco-based SBE or other Person requesting to be recognized by the Authority as an SBE, information regarding its Gross Annual Receipts and other information necessary to satisfy the requirements set forth in Exhibit 1. A Non-San Francisco-based SBE or other Person requesting to be recognized by the Authority as an SBE may submit their request to

the Authority prior to, contemporaneously with or following their submission of a Bid and/or the Covered Person may forward any materials included in a Bid to the Authority for consideration, in any case in accordance with Section VI.A.

B. Intention to Comply. Each Bidder shall be required to include with its Bid an affidavit acknowledging its intention to comply fully with the applicable provisions of these SBE Procedures and representing and warranting as to the truth and accuracy of all information submitted with respect to its SBE status (including any submissions regarding income qualifications).

C. First Consideration. In connection with any Bid, first consideration will be given in awarding Covered Contracts in the following order: 1) San Francisco-based SBEs and 2) all other SBEs. Non San Francisco-based SBEs should be used to meet the SBE Goals only if San Francisco-based SBEs are not available or qualified as generally described in Section IV.D.

D. Good Faith Efforts. In formulating Bids, Developer, Vertical Developer and other Covered Persons will in good faith identify and select contracting opportunities to solicit and obtain Bids from a broad range of SBEs and, where appropriate, they will divide the work in order to encourage maximum SBE participation or, alternatively, encourage SBEs to joint venture. Covered Persons shall use good faith efforts to solicit and obtain Bids from a broad range of SBEs for Covered Contracts by undertaking the following with respect to solicitations for Bids for Covered Contracts:

1. **Identification of SBE Tasks.** Identify specific items of the Covered Work that may be properly performed by SBEs.
2. **Advertise.** Advertise the contracting opportunity for SBEs in trade association publications and local business media, providing the contracting opportunity to the Authority for posting on the Authority's website or other centralized City website and posting the contracting opportunity in another accessible location, all when the contracting opportunity becomes available but in no event less than fifteen (15) days before the date that Bids can first be submitted. The advertisement must include information where potential Bidders may obtain adequate information about the plans, specifications, and requirements for the work. Notwithstanding the foregoing, for Covered Contracts with an estimated total dollar value equal to less than the Minimum Competitive Amount, the Covered Person is not required to advertise.
3. **Direct Contacts.** With respect to Subcontractor Contracts, when the contracting opportunity becomes available and prior to convening a pre-Bid meeting but in no event less than fifteen (15) days before the date that Bids can be submitted, contact SBEs on the SBE Lists that are designated for the applicable trade to encourage such SBEs to Bid.
4. **Convene Pre-Bid Meetings.** Encourage SBEs to attend, and send written invitations to potential SBE candidates, for any pre-Bid meetings that are held to inform potential Bidders of contracting opportunities and to answer questions about the process and the specifications and requirements for the Bid. Representatives of the Authority will also have the right to participate.

5. **Outreach and Other Assistance.** a) Provide SBEs with plans, specifications and requirements for all or part of the project; b) contact SBE contractor associations or development centers, or any agencies that disseminate bid and contract information and provide technical assistance to SBEs; c) contact SBEs that have notified the Covered Person or the Authority (and the Authority has notified the Covered Person of same) of their interest in submitting a Bid; d) use the services of community and contractors' groups to assist in the recruitment of SBEs for the Covered Contract; and e) consult with the Authority to identify SBEs that have expertise in areas needed.

6. **Not Unjustifiably Reject SBE Bids.** Not unjustifiably reject Bids from SBEs, and negotiate in good faith with selected SBE Bidders.

7. **Tracking.** Keep track of the date that each response or Bid was received from any SBE, including the amount Bid by and the amount to be paid (if different) to the non-SBE contractor that was selected. If the responsible staff person or Bidder asserts that there were reasons other than the respective amounts bid for not awarding the contract to or selecting an SBE, the Covered Person must be prepared to provide valid reasons(s) for any rejections.

E. Contracts not Subject to Requirements. The following Covered Contracts are exempt from the requirements set forth in this Section V, but will be considered part of the Covered Work for calculation of SBE participation towards meeting the SBE Goals:

1. General contractors, construction managers, or design-build contractors contracted directly with Developer or Vertical Developer,

2. Professional Services Contracts for which the estimated consideration is ten thousand dollars (\$10,000) or less.

3. Subcontractor Contracts for which the estimated consideration is fifty thousand dollars (\$50,000) or less.

4. Any Covered Contract that, due to an event that the applicable Covered Person reasonably determines constitutes an emergency, requires immediate action in order to avert or mitigate personal injury to persons or significant physical damage to property. The applicable Covered Person shall promptly notify the Authority of any such event.

5. Any Covered Contract to the extent that an SBE has been selected for the applicable Covered Contract (and such SBE demonstrates that it meets the definition of an SBE under these SBE Procedures as of the date that the applicable Covered Contract is executed and delivered).

6. Any Covered Contract to the extent that the Covered Person has met the SBE Goals (and will continue to meet the SBE Goals following execution of the Covered Contract).

For the avoidance of doubt, the exemptions under this Section V.E shall not exempt the applicable Covered Person, when awarding any Covered Contract, from the requirements of these SBE Procedures, including the provisions of Section V.D.

VI. AUTHORITY RECOGNITION AND TECHNICAL ASSISTANCE

A. Recognition of Non-San Francisco-based SBEs and other Persons. The Authority will make the final determination on recognition of a Non-San Francisco-based Small Business Enterprise as an SBE. The Authority may also, in its discretion, determine that any other Person that is not otherwise certified or recognized as an SBE (or a Non-San Francisco-based SBE) is an SBE. In making any such determination, the Authority shall rely on the criteria set forth in Exhibit 1.

B. Requested Information. A Non-San Francisco-based Small Business Enterprise or other Person requesting to be recognized by the Authority as an SBE shall supply the Authority with all reasonably requested information that the Authority deems relevant to making a determination of such status as an SBE. If such information is not supplied within forty five (45) days of it being requested, the Authority may deny SBE recognition to the Non-San Francisco-based Small Business Enterprise or other Person.

C. Technical Assistance. As appropriate, Authority staff shall suggest various sources of assistance to SBEs such as U.S. Small Business Administration ("SBA"), U.S. Minority Business Development Agency, San Francisco Renaissance, SCORE (Service Corps of Retired Executives), Urban Solutions, as well as other local community based economic development organizations.

VII. COVERED CONTRACT REQUIREMENTS

A. Compliance with Prompt Payment Statute:

1. Each Contractor Contract shall contain the following provision:

"Amounts for work performed by a subcontractor shall be paid within seven (7) days of receipt of funds by the contractor in accordance with California Business and Professions Code section 7108.5 *et seq.*"

2. In addition to and not in contradiction of the California Business and Professions Code section 7108.5 *et seq.*, if a dispute arises that would allow the Contractor to withhold payment to a Subcontractor due to a dispute, the Contractor shall only withhold that amount that directly relates to the dispute and shall pay the remaining undisputed amount, if any, in accordance with the payment timeline applicable to undisputed amounts.

B. Incorporation of Jobs EOP. Each Covered Contract shall incorporate the Jobs EOP, require Covered Persons to comply with the provisions of the Jobs EOP and these SBE Procedures to the extent applicable in awarding and administering Covered Contracts and shall provide that the willful failure of any Covered Person to comply with the requirements of the Jobs EOP or these SBE Procedures shall be deemed a material breach of the applicable Covered Contract.

C. Record Keeping. Each Covered Contract shall require all Covered Persons to retain and maintain for two (2) years following completion of the scope of work under the Covered Contract all material records that may be reasonably necessary for monitoring such

Covered Person's compliance with these SBE Procedures, and shall permit the Authority to inspect and audit such records (at the Authority's expense; provided, if such audit reveals any material failure to comply with these SBE Procedures, then the cost of such audit shall be reimbursed by the Covered Person that failed to comply with these SBE Procedures) on reasonable notice and during regular business hours. Such records shall include:

1. Documentation indicating compliance with the provisions of Section V.D;
2. The dollar amount of the Covered Contract and a statement of the scope of work performed thereunder;
3. Whether the Covered Contract was awarded to an SBE;
4. Copies of all written Bids submitted, including those from SBEs and non-SBEs;
5. If oral Bids were received, a list of all such Bids, including those from SBEs and non-SBEs. The trade/work type and dollar amounts for such Bids must be specified; and
6. A statement of the reasons for selection of the Bidder, including, as applicable, the trade/work type. If the reason is based on relative qualifications, the statement must address the particular qualification at issue. If the reason is based on the Bid amounts, the statement must include the amounts and describe similarities and/or dissimilarities in the scope of work covered by the Bids.

D. Backcontracting. Each Subcontract shall prohibit Back Contracting for any purpose inconsistent with the provisions of these SBE Procedures.

VIII. SBE REPORT, SBE PLAN AND SBE FORMS

A. SBE Report. Following the start of any Covered Work by Developer or Vertical Developer, such Person shall provide to the Authority an annual "SBE Report", which SBE Report shall be delivered to the Authority by March 1 of each year; provided, that the Authority shall reasonably extend such due date for a Person that became Developer or Vertical Developer on or after the preceding October 1. The SBE Report shall document the applicable Person's progress towards meeting the SBE Goals during the preceding calendar year (and cumulatively to date) and any relevant factors to be considered in connection with its satisfaction of the requirements of these SBE Procedures. Such report shall include information regarding the number of Covered Contracts for which Bids were solicited, the dollar value of all Contractor Contracts, Subcontractor Contracts and Professional Services Contracts executed and delivered during the year and the dollar value of each such Covered Contract awarded to SBEs (both cumulatively and the dollar value of Covered Contracts awarded to San Francisco-based SBEs), dollar value of Covered Work performed by SBEs and amounts paid against all Covered Contracts, and consolidated information regarding actions taken in compliance with the provisions of Section V.D (e.g., number of advertisements placed, meetings held, SBEs contacted, etc.).

B. SBE Plan. If the SBE Reports submitted by Developer and Vertical Developers show that SBE participation is more than five (5%) below the SBE Goals (i.e., less than thirty three percent (33%) for Professional Service Contracts and less than thirty six percent (36%) for Contractor Contracts and Subcontractor Contracts, cumulatively to date, then the Authority may require that any Developer or Vertical Developer whose SBE participation was below either such threshold submit a "SBE Plan" within ninety (90) days of such request. The SBE Plan shall identify the Covered Work and/or Covered Contracts for which Bids are anticipated to be solicited by or on behalf of such Person during the current and upcoming calendar years, the Person's strategy and plan for compliance with the provisions of Section V.D towards meeting the SBE Goals and such Person's explanation of the reasons for the SBE participation set forth in such Person's SBE Report.

C. Meeting Regarding SBE Report and/or SBE Plan. Promptly following delivery of a SBE Report and/or a SBE Plan, the submitting Person and the Authority shall conduct a meeting regarding such Person's SBE Report and/or SBE Plan, including in order to provide the Authority with the opportunity to identify areas in which SBE opportunities may be available, to ensure that the SBE Lists contain a sufficient number of qualified SBEs in the applicable trades for anticipated Covered Contracts, to ensure that the Person's SBE Plan is anticipated to be in compliance with the provisions of Section V.D, and to ensure that the Person's activities covered in the SBE Report were in compliance with these SBE Procedures, including the provisions of Section V.D. In addition, if the SBE Report shows deficiencies in meeting the SBE Goals, the Authority and the Person shall identify at such meeting the potential reasons for the realized levels of participation and develop strategies consistent with the requirements of these SBE Procedures for meeting the SBE Goals. In connection with any such meeting, the Authority may request Developer's or Vertical Developer's applicable records in accordance with Section VII.C. If requested by the Authority, the Developer or Vertical Developer shall reasonably modify the SBE Plan in response to the Authority's comments and to document the issues and opportunities identified in the meeting. If requested by the Authority, the submitting Person to convene a meeting for SBEs focusing on opportunities for particular industries, e.g., a meeting with one or more Vertical Developers and San Francisco-based SBE architectural firms. The failure to meet the SBE Goals, the failure of the Authority to determine that the SBE Plan is acceptable or any other dispute under these SBE Procedures shall not, by itself, stop the applicable Person from proceeding with the Covered Work, provided, the foregoing shall not limit the rights and remedies in connection with any arbitration under exhibit B to the Jobs EOP.

D. Consolidation. Any SBE Report and/or SBE Plan may be provided, on a consolidated basis, for any Affiliated Persons (e.g., Developer and its Vertical Developer Affiliates, Affiliated Vertical Developers, etc.); provided that all required information shall be provided with respect to each Developer and Vertical Developer, regardless of whether it is provided on a consolidated on unconsolidated basis.

E. SBE Forms. Forms applicable to Professional Services Contracts are attached as Exhibit 2 and forms applicable to Contractor Contracts and Subcontractors Contracts are attached as Exhibit 3. Covered Persons shall use these forms, in substantially the form attached, in the Bid Process. The Authority and Developer or Vertical Developer may from time to time Approve new forms or changes to these forms (including amendments, restatements,

supplements or reductions to any then-current forms) to be used for SBE recognition by the Authority, to be attached to Bids to implement these SBE Procedures and/or to be used by Developer and/or Vertical for SBE Reports and SBE Plans, in any case consistent with these SBE Procedures, the DDA, Vertical DDA and LDDA, and the Jobs EOP.

IX. MISCELLANEOUS

A. Interpretation. These SBE Procedures shall be interpreted and construed as if fully set forth in the Jobs EOP.

B. Conflicts. To the extent of any conflict between these SBE Procedures and the Jobs EOP, the Jobs EOP shall control. For contracts that involve the use of any funds furnished, given loaned or otherwise provided by the Government of the United States or the State of California, all laws, rules, regulations and requirements of the Government of the United States or the State of California relative to the use of such funds shall prevail over the requirements of these SBE Procedures if and to the extent such federal or state laws, rules, regulations and requirements are in direct conflict with these SBE Procedures and both cannot both be adhered to. All such laws, rules, regulations and requirements shall be interpreted, to the greatest extent possible, not to conflict with these SBE Procedures. In the event of any such unavoidable conflict that results in a Covered Person not being able to comply with these SBE Procedures, the Covered Person shall promptly notify the Authority together with the basis of the conflict and supporting documentation.

C. Waivers. Any of these SBE Procedures may be waived by the Authority following request of a Covered Person if the Authority reasonably determines for good cause shown by such Covered Person that a specific requirement is not relevant to the particular situation, would cause undue hardship, or that an alternative approach would better meet the goals of the Jobs EOP.

D. Severability. The provisions of these SBE Procedures are declared to be separate and severable. The invalidity or unenforceability of one or more provisions of these SBE Procedures shall in no way affect the validity of the remainder.

E. Breaches; Disputes. The Authority shall have all rights and remedies under the Jobs EOP in the event of a material breach of these SBE Procedures. Disputes regarding these SBE Procedures between the Authority, on the one hand, and one or more Covered Persons, on the other hand, are subject to and shall be handled in the manner set forth in section 11 and exhibit B of the Jobs EOP. The Authority Director may review a Bid process or a Covered Contract to determine whether: (1) a SBE Bidder or potential SBE Bidder has filed a complaint of discrimination; (2) there is a significant difference between the percentages of SBEs available to perform Covered Work and the percentages of SBEs selected to perform that Covered Work; or (3) other facts and circumstances reasonably suggest that further inquiry is warranted. The Authority Director, in his or her sole discretion, shall determine whether and when to investigate the conduct of a Covered Person. Any such investigation may be conducted under the procedures in Chapter 14.B.17 (but not including any remedies or sanctions thereunder). Nothing in these SBE Procedures shall be deemed to limit the remedies that the applicable

Covered Person may obtain from another Covered Person for failure to comply with these SBE Procedures pursuant to the applicable Covered Contract between such Covered Persons.

F. Actions by Authority Director. Unless otherwise expressly provided in these SBE Procedures or the Jobs EOP, approvals, consents or other actions by the Authority will be given by the Authority Director.

EXHIBIT 1

CRITERIA FOR RECOGNITION OF NON-SAN FRANCISCO-BASED SBEs AND OTHER PERSONS

A. Gross Annual Receipts Test. The Person must have average Gross Annual Receipts shown on its three most recent tax returns or, if the Person has not been in business for three (3) years, has average Gross Annual Receipts over the number of weeks the Person has been in business multiplied by fifty-two (52), that do not exceed the following thresholds:

1. Two million five hundred thousand dollars (\$2,500,000) for a Person that will provide Professional Services under a Professional Services Contract.

2. Fourteen million dollars (\$14,000,000) for a Person that will provide Construction Work under a Contractor Contract or a Subcontractor Contract.

The above thresholds shall increase in accordance with any increases in the limits in Chapter 14.B.

B. Certain Requirements.

1. The Person must be continuously in operation.

2. The Person must perform a Commercially Useful Function.

3. The Person must possess a current San Francisco Business Tax Registration Certificate.

4. The Person must be Owned and Controlled by Persons who reside in the United States or its territories.

5. The Person must not be Owned or Controlled in part or in whole by a full time TIDA, OCII or other City employee.

C. Joint Venture. In order for a joint venture to be recognized as an SBE, the SBE component must have at least a thirty five percent (35%) interest in the joint venture.

D. Subcontracting. The Authority will not recognize a Subcontractor or a Subconsultant as an SBE if it sub-contracts more than fifty percent (50%) of the amount of its Covered Contract to non-SBEs.

E. Independence. An eligible SBE shall be an independent Person. In determining whether a Person is independent, the Authority shall examine the adequacy of the Person's resources for the scope of work under a proposed contract, its financial independence, the extent of its equipment leasing, its relationships with non-SBEs, and whether the Person:

1. is known in the industry or trade to be operated by a non-SBE;

2. is operated in tandem with a non-SBE;
3. has multiple licenses, some of which are affiliated with non-SBEs;
4. itself owns the equipment or trucks that are to be used on the job;
5. is listed in the telephone book, preferably in the Yellow Pages, under the class for which it is seeking Authority recognition;
6. is financially and operationally independent from, and operates at arm's length to, any other business; and
7. maintains a permanent office separate from that of its sources of vehicles, subcontractors, the general contractor or from any joint venturer(s).

F. Discretion of Owner. An SBE shall not have any formal or informal restrictions that limit the customary discretion of the owner. The owner should have the authority to perform all of the below functions:

1. manage either the marketing or production aspects of the Person;
2. be authorized to sign on all bank accounts, to draw against letters of credit, and to secure surety bonds and insurance; and
3. control the profit sharing, pensions or stock option plans.

G. License Qualification: At least one owner of the Person shall have valid licenses or other relevant trade or professional certifications appropriate for the type of business. A Person that owns or is employed by a non-SBE and who is used to qualify a professional business as an SBE does not meet the Authority's SBE requirements of having management and control of the business. Likewise, a Person that owns or is employed by a non-SBE and who is used to qualify a construction business who is not the Qualifying Partner, Responsible Managing Employee or Responsible Managing Officer cannot meet the Authority's SBE requirements of having management and control of the business. An owner who is recognized by the Authority for one profession, e.g., electrical engineering, cannot attribute that recognition to another profession, e.g., mechanical engineering, unless he or she is registered for more than one professional license. By extension a recognized SBE plumbing business must also be recognized to perform electrical work to be an eligible SBE electrical contractor. For businesses that do not require a license, the managing owner must have training, education and work experience in that type of business.

H. Change in Ownership. A change in ownership of a Person will be carefully scrutinized. The following factors shall be considered:

1. The reason of the timing of the change in ownership of the business relative to the time that Bids are solicited;

SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
EXHIBIT 1

2. Whether the interest of a non-disadvantaged Person conflicts with the ownership and control requirements of these SBE Procedures.

3. Whether an employee-owner who had previous or continuing employee-employer relationship between or among present owners has management responsibilities and capabilities.

SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
EXHIBIT 2

Professional Services

FORM 1: COMPLIANCE AFFIDAVIT

This Compliance Affidavit is to be included with any Bid submitted for a Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the "SBE Procedures"). Capitalized terms used but not defined in this Compliance Affidavit have the meanings ascribed to them in the SBE Procedures.

1. The undersigned Bidder hereby acknowledges its intention to comply fully with the applicable provisions of the SBE Procedures.
2. The undersigned Bidder hereby represents that it has or will secure San Francisco Business Tax Registration.
3. The undersigned Bidder hereby represents and warrants that the information contained in this Bid with respect to the SBE status of the undersigned Bidder is true and accurate in all material respects.

Signature of Owner/Authorized Representative:

Owner/Authorized Representative (Print)

Name of Bidder (Print)

Title and Position

Address, City, ZIP

Federal Employer Identification Number (FEIN):

Date:

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)**

EXHIBIT 2

Professional Services

FORM 2: CONTRACT PARTICIPATION FORM

This Contract Participation Form is to be included with any Bid submitted by a Bidder for a Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the "SBE Procedures"). Capitalized terms used but not defined in this Contract Participation Form have the meanings ascribed to them in the SBE Procedures.

Please list all anticipated Subconsultants that you anticipate will assist in performance of the Professional Services Contract, if any. Failure to submit this form with your Bid may result in your Bid being deemed non-responsive and rejected. As set forth in the SBE Procedures, only Persons meeting the definition of an SBE under the SBE Procedures as of the date that the applicable Covered Contract is executed and delivered will be counted as an SBE for calculation of SBE participation towards meeting the SBE Goals. However, if as of such date you or your Subconsultants have submitted materials to the Authority for recognition as an SBE in accordance with the SBE Procedures and such Person is thereafter so recognized, such Person will be counted as an SBE for calculation of SBE participation towards meeting the SBE Goals. Thus, if you or your Subconsultants are qualified as an SBE under the SBE Procedures but have not been so recognized or certified, please submit qualifying materials in the manner described in the SBE Procedures.

Section 1.

Prime Contract:			
Firm:			
Contact Person:			
E-mail:		SBE Goal %	
Address:			
City/ZIP			
Phone/Fax			

*** Type: Identify if prime (P), JV partner (J), or Subconsultant (S)**

TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICATE SFSBE ** YES/NO	INDICATE SBE *** YES/NO	Identify SBE Certification ****	% OF SBE SUBWORK
			%				%
			%				%
			%				%
			%				%
Total % of Work:			100%	Total SBE Subconsulting %			%

The undersigned Bidder hereby represents and warrants that the foregoing information is true and accurate in all material respects.

Owner/Authorized Representative
(Signature): _____

Date: _____

Print Name and Title: _____

**** San Francisco-based Small Business Enterprise; *** SBE under SBE Procedures; **** Non-San Francisco-based Small Business Enterprise seeking recognition under SBE Procedures should indicate the jurisdiction of certification and submit qualifying materials in the manner described in the SBE Procedures.**

SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)

EXHIBIT 2

Professional Services

Prime Proposer, Joint Venture Partners and Subconsultant Information

Provide information for each firm listed in Section 1 of this form. Firms that have previously worked on City contracts may already have a vendor number. Use additional sheets if necessary.

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

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ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

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CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

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CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

Professional Services

This SBE Goal Measurement is to be provided by a Consultant or Subconsultant with its monthly progress payment request and upon final payment for the applicable Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Verba Buena Island) (as amended, the "SBE Procedures"). Capitalized terms used but not defined in this SBE Goal Measurement have the meanings ascribed to them in the SBE Procedures.

For column "A", list the prime Consultant, each joint venture partner and ALL Subconsultants including 2nd and 3rd tier Subconsultants. Make copies of all the prime and subconsultant-invoices supporting the information tabulated for this form. Information related to the Covered Contract must be retained and provided to the Authority in accordance with Section VII.C of the SBE Procedures.

	Identify SBE Goal of this contract:	%
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A	B	C	D	E	F	G	H
Name of Firm. List prime Consultant, including each JV partner, and all Subconsultants. Indicate if the firm is an SBE.	Service Performed	Dollar Value of Covered Contract at Time of Award	Amount of Modifications to Date	Total Amount of Covered Contract to Date +/- Modifications (C + D) or (C-D)	Amount Invoiced this Reporting Period	Amount Invoiced to Date	Percent Complete to Date (G+E)
							%
							%
							%
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							%
							%
SBE Sub-Totals							%
Professional Fees							%
Reimbursable Expenses							%
CONTRACT TOTALS							%

SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
EXHIBIT 2
Professional Services

FORM 4: EXIT REPORT

This Exit Report is to be provided by a Consultant to Developer or Vertical Developer with the final payment request for a Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the "SBE Procedures"). Capitalized terms used but not defined in this Exit Report have the meanings ascribed to them in the SBE Procedures.

Consultant must complete Sections 1 and 4 for each SBE Subconsultant and all SBEs must complete and sign Sections 2 and 3 of this form at that time.

TRANSMITTAL

[Developer/Vertical
TO: Developer]

COPY:

FROM (Consultant):

Date Transmitted:

SECTION 1. Please check this box if there are no SBE Subconsultants for this Covered Contract: ☐

Reporting

Contract Name:

Date:

Name of

Portion of Work

SBE:

(Trade):

Original Dollar Value of SBE Covered Contract:

\$

Dollar Value of SBE Change Orders, Amendments, Modifications to SBE Covered Contract

\$

Final Dollar Value of SBE Covered Contract:

\$

Dollar Value of Progress Payments Paid to Date:

\$

Remaining Dollar Value including all Change Orders, Amendments and Modifications

\$

SECTION 2. Please check one:

☐ I did NOT subcontract out ANY portion of our work to a Subconsultant.

☐ I DID subcontract out our work to:

**Name of
Subconsultant:**

**Amount
Subcontracted:** \$

**Name of
Subconsultant:**

**Amount
Subcontracted:** \$

SECTION 3.

SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
EXHIBIT 2
Professional Services

To be signed by the SBE Subconsultant:

☐ I agree

☐ I disagree

Explanation by SBE if it is in disagreement with the above explanation, or with the information on this form. SBE must complete this section within 5 business days after it has received it from the Consultant. It is the SBE's responsibility to address any discrepancies within 5 business days concerning the final amount owed. If the SBE fails to submit the form within 5 business days, the Consultant will note this on the form and submit the form as is with the final progress payment:

Owner/Authorized Representative
(Signature)

Name and Title (Print)

Firm Name

Telephone

Date

SECTION 4.

If this form is submitted without the SBE's signature, the Consultant must enclose verification of delivery of this form to the Subconsultant.

The undersigned Consultant hereby represents and warrants that the information contained in Section 1 of this form is complete and that the tabulated amounts paid to date are accurate and correct, in each case in all material respects.

Owner/Authorized Representative
(Signature)

Name and Title (Print)

Consultant

Telephone

Date

SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)

EXHIBIT 2

Professional Services

FORM 5: JOINT VENTURE FORM

This Joint Venture Form is to be included with any Bid where the Bidder proposes a Joint Venture partnership with a SBE for a Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the "SBE Procedures"). Capitalized terms used but not defined in this Joint Venture Form have the meanings ascribed to them in the SBE Procedures.

The Joint Venture partners must submit a joint venture agreement and management plan with the Bid. All work must be accounted for, including Subconsulting work.

SECTION 1. GENERAL INFORMATION

1. Name of Contract or
Project:: _____

2. Name of all JV partners: (Check SBE if applicable)

	SBE <input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

3. Attach a copy of Joint Venture Agreement and Management plans.

4. The management plan must include the following information:

- Describe in detail how decisions will be made for work distribution and compliance of SBE Joint Venture participation.
- Provide each Joint Venture partner's specific duties and responsibilities (include organizational chart)
- Identify the location of Joint Venture Office.
- Provide in detail how decision will be made for work distribution to SBE Subconsultants.
- Submit copies of bank signature cards with authorized names, titles, and address/city of the bank (required after award of contract.)

5. Calculation of the Joint Venture

If the joint venture partners are dividing the work according to a different formula than that described below, please contact Authority staff and describe the arrangement in detail prior to submittal of proposal.

Joint venture partners are encouraged to meet with the Authority regarding their joint venture prior to submitting their Bid.

Step 1. Calculate total JV partner tasks.

Total Contract Tasks	=	100%
Percentage of Total Work to be Performed by Subconsultants	-	%
Percentage of JV partner tasks	=	%

SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
EXHIBIT 2
Professional Services

Step 2. Calculate SBE JV partner tasks:

	A	B	C
Description of JV partner Scopes of Work (Specific details of work)	JV Partners' Work as a % of the total Covered Contract	% of Task by Non-SBE JV Partner	% of Task by SBE JV Partner
	%	%	%
	%	%	%
	%	%	%
	%	%	%
	%	%	%
TOTAL JV %	%	%	%

Step 3. Calculate SBE JV partner work as a percentage of the total JV partner work.

Total JV Partner %		+	Total JV %		=	%
--------------------	--	---	------------	--	---	---

JOINT VENTURE PARTNERS MUST SIGN THIS FORM

Owner/Authorized Representative (Signature)

Owner/Authorized Representative (Signature)

Name and Title (Print)

Name and Title (Print)

Firm Name

Firm Name

Telephone

Date

Telephone

Date

SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
EXHIBIT 3
Construction Work

FORM 1: COMPLIANCE AFFIDAVIT

This Compliance Affidavit is to be included with any Bid submitted for a Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the "SBE Procedures"). Capitalized terms used but not defined in this Compliance Affidavit have the meanings ascribed to them in the SBE Procedures.

1. The undersigned Bidder hereby acknowledges its intention to comply fully with the applicable provisions of the SBE Procedures.
2. The undersigned Bidder hereby represents that it has or will secure San Francisco Business Tax Registration.
3. The undersigned Bidder hereby represents and warrants that the information contained in this Bid with respect to the SBE status of the undersigned Bidder is true and accurate in all material respects.

Signature of Owner/Authorized Representative:

Owner/Authorized Representative (Print)

Name of Bidder (Print)

Title and Position

Address, City, ZIP

Federal Employer Identification Number (FEIN):

Date:

SMALL BUSINESS ENTERPRISE
PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
EXHIBIT 3
Construction Work

FORM 2: CONTRACT PARTICIPATION FORM

This Contract Participation Form is to be included with any Bid submitted by a Bidder for a Subcontractor Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the "SBE Procedures"). Capitalized terms used but not defined in this Contract Participation Form have the meanings ascribed to them in the SBE Procedures.

Please list all anticipated Subcontractors that you anticipate will assist in performance of the Subcontractor Contract, if any. Failure to submit this form with your Bid may result in your Bid being deemed non-responsive and rejected. As set forth in the SBE Procedures, only Persons meeting the definition of an SBE under the SBE Procedures as of the date that the applicable Covered Contract is executed and delivered will be counted as an SBE for calculation of SBE participation towards meeting the SBE Goals. However, if as of such date you or your Subcontractors have submitted materials to the Authority for recognition as an SBE in accordance with the SBE Procedures and such Person is thereafter so recognized, such Person will be counted as an SBE for calculation of SBE participation towards meeting the SBE Goals. Thus, if you or your Subcontractors are qualified as an SBE under the SBE Procedures but have not been so recognized or certified, please submit qualifying materials in the manner described in the SBE Procedures.

SECTION 1:

Prime Contract:			
Firm:			
Contact Person:			
E-mail:		SBE Goal %	
Address:			
City/ZIP			
Phone/Fax			

*** Type: Identify if prime (P), JV partner (J), or Subcontractors (S)**

TYPE	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICATE SFSBE ** YES/NO	INDICATE SBE *** YES/NO	Identify SBE Certification ****	% OF SBE SUBWORK
			%				%
			%				%
			%				%
			%				%
Total % of Work:			100%	Total SBE Subcontracting %			%

The undersigned Bidder hereby represents and warrants that the foregoing information is true and accurate in all material respects.

**Owner/Authorized
Representative (Signature):** _____

Date: _____

Print Name and Title: _____

**** San Francisco-based Small Business Enterprise; *** SBE under SBE Procedures; **** Non-San Francisco-based Small Business Enterprise seeking recognition under SBE Procedures should indicate the jurisdiction of certification and submit qualifying materials in the manner described in the SBE Procedures.**

SMALL BUSINESS ENTERPRISE
PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
EXHIBIT 3
Construction Work

SECTION 2: Prime Proposer, Joint Venture Partners and Subcontractors Information

Provide information for each firm listed in Section 1 of this form. Firms that have previously worked on City contracts may already have a vendor number. Use additional sheets if necessary.

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FORM 3: SBE GOAL MEASUREMENT

This SBE Goal Measurement is to be provided by a Contractor or Subcontractor with its monthly progress payment request and upon final payment for the applicable Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the "SBE Procedures"). Capitalized terms used but not defined in this SBE Goal Measurement have the meanings ascribed to them in the SBE Procedures.

For column "A", list the prime Contractor, each joint venture partner and ALL Subcontractors including 2nd and 3rd tier Subcontractors. Make copies if more space is needed. Contractor must retain copies of all the prime and Subcontractor invoices supporting the information tabulated for this form. Information related to the Covered Contract must be retained and provided to the Authority in accordance with Section VII.C of the SBE Procedures.

Identify SBE Goal of this contract:

A	B	C	D	E	F	G	H
Name of Firm. List Contractor, including each JV partner, and all Subcontractors. Indicate if the firm is an SBE.	Service Performed	Dollar Value of Covered Contract at Time of Award	Amount of Modifications to Date	Total Amount of Covered Contract to Date +/- Modifications (C + D) or (C-D)	Amount Invoiced this Reporting Period	Amount Invoiced to Date	Percent Complete to Date (G+E)
							%
							%
							%
							%
							%
							%
							%
							%
SBE Sub-Totals							
Professional Fees							
Reimbursable Expenses							%
CONTRACT TOTALS							%

SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
EXHIBIT 3
Construction Work

FORM 4: EXIT REPORT

This Exit Report is to be provided by a Contractor to Developer or Vertical Developer with the final payment request for a Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the "SBE Procedures"). Capitalized terms used but not defined in this Exit Report have the meanings ascribed to them in the SBE Procedures.

Contractor must complete Sections 1 and 4 for each SBE Subcontractor and all SBEs must complete and sign Sections 2 and 3 of this form at that time.

TRANSMITTAL

TO: [Developer/Vertical Developer] _____

COPY: _____

FROM (Contractor): _____

Date Transmitted: _____

SECTION 1: Please check this box if there are no SBE Subcontractors for this Covered Contract: ☐

Reporting Date: _____

Contract Name: _____

Name of SBE: _____

Portion of Work (Trade): _____

Original Dollar Value of SBE Covered Contract: \$ _____

Dollar Value of Change Orders, Amendments,
Modifications to SBE Covered Contract \$ _____

Final Dollar Value of SBE Covered Contract: \$ _____

Dollar Value of Progress Payments Paid to Date: \$ _____

Remaining Dollar Value of all Change Orders, Amendments and Modifications \$ _____

SECTION 2: Please check one:

☐ I did NOT subcontract out ANY portion of our work to a Subcontractor.

☐ I DID subcontract out our work to:

Name of Subcontractor:	Amount Subcontracted:	\$
_____	_____	_____

Name of Subcontractor:	Amount Subcontracted:	\$
_____	_____	_____

SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
EXHIBIT 3
Construction Work

SECTION 3:

To be signed by the SBE Subcontractor:

☐ I agree ☐ I disagree

Explanation by SBE if it is in disagreement with the above explanation, or with the information on this form. SBE must complete this section within 5 business days after it has received it from the Contractor. It is the SBE's responsibility to address any discrepancies within 5 business days concerning the final amount owed. If the SBE fails to submit the form within 5 business days, the Contractor will note this on the form and submit the form as is with the final progress payment:

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone

Date

SECTION 4:

If this form is submitted without the SBE's signature, the Contractor must enclose verification of delivery of this form to the Subcontractor.

The undersigned Contractor hereby represents and warrants that the information contained in Section 1 of this form is complete and that the tabulated amounts paid to date are accurate and correct, in each case in all material respects.

Owner/Authorized Representative (Signature)

Name and Title (Print)

Contractor

Telephone

Date

SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
EXHIBIT 3
Construction Work

FORM 5: JOINT VENTURE FORM

This Joint Venture Form is to be included with any Bid where the Bidder proposes a Joint Venture partnership with a SBE for a Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the "SBE Procedures"). Capitalized terms used but not defined in this Joint Venture Form have the meanings ascribed to them in the SBE Procedures.

The Joint Venture partners must submit a joint venture agreement and management plan with the Bid. All work must be accounted for, including work under a Subcontract.

SECTION 1: GENERAL INFORMATION

1 Name of Contract or Project:: _____

2 Name of all JV partners: (Check SBE if applicable)

	SBE <input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

3 Attach a copy of Joint Venture Agreement and Management plans.

4 The management plan must include the following information:

- a. Describe in detail how decisions will be made for work distribution and compliance of SBE Joint Venture participation.
- b. Provide each Joint Venture partner's specific duties and responsibilities (include organizational chart)
- c. Identify the location of Joint Venture Office.
- d. Provide in detail how decision will be made for work distribution to SBE Subcontractors.
- e. Submit copies of bank signature cards with authorized names, titles, and address/city of the bank (required after award of contract.)

5 Calculation of the Joint Venture

If the joint venture partners are dividing the work according to a different formula than that described below, please contact Authority staff and describe the arrangement in detail prior to submittal of proposal.

Joint venture partners are encouraged to meet with the Authority regarding their joint venture prior to submitting their Bid.

Step 1. Calculate total JV partner tasks.

Total Contract Tasks	=	100%
Percentage of Total Work to be Performed by Subcontractors	-	%
Percentage of JV partner tasks	=	%

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)**

**EXHIBIT 3
Construction Work**

Step 2. Calculate SBE JV partner tasks:

	A	B	C
Description of JV partner Scopes of Work (Specific details of work)	JV Partners' Work as a % of the total Covered Contract	% of Task by Non-SBE JV Partner	% of Task by SBE JV Partner
	%	%	%
	%	%	%
	%	%	%
	%	%	%
	%	%	%
TOTAL JV %	%	%	%

Step 3. Calculate SBE JV partner work as a percentage of the total JV partner work.

Total JV Partner %		÷	Total JV %		=	%
--------------------	--	---	------------	--	---	---

JOINT VENTURE PARTNERS MUST SIGN THIS FORM

Owner/Authorized Representative (Signature)

Owner/Authorized Representative (Signature)

Name and Title (Print)

Name and Title (Print)

Firm Name

Firm Name

Telephone

Date

Telephone

Date

EXHIBIT B

3. Participation Goals for Small Business Enterprises.

3.1 Covered Work. The provisions of this section apply to all Construction Work entered into pursuant to the DDA.

3.2 Contracting SBE Participation Goals. It is a stated goal of the Authority and the City to support small, locally-owned and disadvantaged businesses and contractors. Based on that goal, the following participation goal is set for contracting for Construction Work:

- (a) For construction contracts, 41% of the total dollar value of the Horizontal Development Work and Vertical Development Work shall be performed by subcontractors that are qualified Small Business Enterprises (SBEs) located in San Francisco or elsewhere, provided that First Consideration shall be given to SBEs located in San Francisco.
- (b) For professional services contracts, 38% of the total dollar value of the professional service contracts shall be performed by qualified SBEs located in San Francisco or elsewhere, provided that first consideration shall be given to SBEs located in San Francisco.
- (c) The Parties recognize that achieving these goals may be challenging for particular aspects of the Project and that the goals will therefore be cumulative rather than individual by specific task, provided the Construction Contractor has provided a plan acceptable to the Authority for how it intends to satisfy the cumulative goal.
- (d) The Authority shall maintain a list of certified SBEs under this Program. For purposes of this Program, a "*Small Business Enterprise*" or "*SBE*" shall mean a firm that meets the definition of a Small-LBE as set forth in Administrative Code Chapter 14.B.3 (Local Business Enterprise and Nondiscrimination in Contracting Ordinance; the "*LBE Ordinance*"), provided that (i) certification of status as an SBE shall be made by the Authority, (ii) each Small-LBE certified under the LBE Ordinance shall automatically qualify as an SBE under this Program and be placed on the Authority's list of certified SBEs, and (iii) businesses that are wholly-owned by a non-profit organization that is a TIHDI member organization shall be deemed an SBE and placed on the Authority's list of certified SBEs, subject to the approval of the Authority.

3.3 Implementation of the SBE Goals. The Authority shall establish reporting, monitoring and other procedures for satisfaction of the SBE participation goals under this Program that are generally modeled on the requirements of the LBE Ordinance, but shall not include bid discounts for SBEs, the bonding assistance program, or the penalties set forth in the LBE Ordinance as set forth in the Administrative Code Sections 14.B.13, 14.B.15, 14.B.16 and 14.B.17. Monitoring of compliance and

EXHIBIT B

enforcement of the SBE participation goals shall be performed by the Authority or its designee. For purposes of evidencing 'good faith efforts' to achieve SBE participation goals, the applicable employer shall document its efforts to meet the SBE goals and shall take: (i) the actions set forth below; (ii) additional reasonable actions consistent with Administrative Code Chapter 14.B that have been included in the SBE procedures adopted by the Authority (not including bid discounts for SBEs or the bonding assistance program); and (iii) any other actions designed to encourage SBE participation that have been agreed upon by the Authority and Developer:

- (a) Identifying and selecting contracting and subcontracting opportunities to solicit and to obtain bids, proposals, or qualifications, as applicable, from a broad range of SBEs and as needed to meet SBE goals;
- (b) Advertising for SBE contractors and subcontractors in trade association publications and local business media, and by posting the contracting opportunity on the Authority's website or other centralized City website and in an accessible location, when the contracting opportunity becomes available but in no event less than fifteen (15) calendar days before the date that bids, proposals, qualifications or other submittal documents requested by the applicable Construction Contactor can first be submitted. The advertisement must include information where potential responders may obtain adequate information about the plans, specifications, and requirements for the work.
- (c) When the contracting opportunity becomes available but in no event less than fifteen (15) calendar days before the date the responses can first be submitted, contacting at least the requisite number of SBEs by trade certified to perform the identified work as shown on the list maintained by the Authority in accordance with Section 3.2(d).
- (d) Performing follow-up contact on the initial solicitation with interested contractors and subcontractors and negotiating in good faith with SBEs and not unjustifiably rejecting their bids.
- (e) Encouraging SBEs to attend any prebid meetings that are held to inform potential bidders of contracting opportunities.
- (f) Providing SBEs with adequate information about the plans, specifications, and requirements of the contract.
- (g) Using the services of community and contractors' groups to assist in the recruitment of SBEs.

1 [Adopting Small Business Enterprise Procedures.]

2 **Resolution adopting Small Business Enterprise Procedures for the satisfaction**
3 **of the SBE Participation Goals embodied in the Jobs and Equal Opportunity Program,**
4 **an exhibit to the Disposition and Development Agreement.**

5 WHEREAS, On June 7, 2011, the San Francisco Board of Supervisors approved a
6 Disposition and Development Agreement ("DDA") by and between Treasure Island
7 Community Development, LLC ("TICD") and TIDA; and,

8 WHEREAS, The DDA became effective on July 14, 2011; and,

9 WHEREAS, The Jobs and Equal Opportunity Program ("Jobs EOP") is an exhibit to the
10 DDA; and,

11 WHEREAS, Section 3 of the Jobs EOP of the Jobs EOP established policies and
12 participation goals for Small Business Enterprises ("SBEs") in construction contracting by
13 TICD, Vertical Developers, and Construction Contractors engaged in the development of
14 Treasure Island; and

15 WHEREAS, Under the Jobs EOP, an SBE is a firm located in San Francisco or
16 elsewhere that meets the definition of a Small-LBE as set forth in Chapter 14.B.3 of the San
17 Francisco Administrative Code, provided that First Consideration be given to SBEs located in
18 San Francisco; and

19 WHEREAS, Businesses that are wholly-owned by a Treasure Island Homeless
20 Development Initiative ("TIHDI") member non-profit organization are also considered to be
21 SBEs per the Jobs EOP; and,

22 WHEREAS, Per Section 3.3 of the Jobs EOP, TIDA is to establish reporting, monitoring
23 and other procedures for satisfaction of the SBE participation goals; and

24 WHEREAS, TICD is preparing to advertise for consulting services to assist in
25 preparation of the First Major Phase and Sub-phase applications; and

1 WHEREAS, TIDA Staff have prepared Small Business Enterprise Procedures
2 (Treasure Island/Yerba Buena Island) ("SBE Procedures" or "Procedures") for advertising,
3 contracting, reporting, monitoring, and compliance with the SBE goals and policies of the Jobs
4 EOP in work undertaken by TICD pursuant to the DDA; and

5 WHEREAS, The Procedures establish the steps by which the Authority will evaluate
6 whether a SBE certified by an agency other than the San Francisco Contract Management
7 Division or the Office of Community Investment and Infrastructure ("OCII", successor to the
8 San Francisco Redevelopment Agency) meets the requirements of the Jobs EOP and the
9 definition of a SBE as set forth in Chapter 14.B.3; and

10 WHEREAS, The Procedures outline and clarify advertising, outreach, and other bidding
11 actions required of TICD and bidders to encourage SBE Participation; and

12 WHEREAS, The Procedures require TICD and prospective bidders for construction or
13 professional services contracts document their compliance with these conditions as a
14 demonstration of their "Good Faith Efforts" to encourage SBE participation and achieve the
15 goals; and

16 WHEREAS, The Procedures establish reporting and planning requirements for TICD
17 for work under the DDA, and for each vertical developer for work under a Vertical DDA, for
18 achieving the SBE goals; now, therefore, be it

19 RESOLVED, That the Board hereby adopts these SBE Procedures for future
20 professional services and construction contracts entered into by TICD, its successors, agents,
21 and contractors for development work pursuant to the DDA.

22
23
24 **CERTIFICATE OF SECRETARY**
25



ITEM 6 (c)
Treasure Island Development Authority
City and County of San Francisco
Meeting of January 8, 2014

Subject: Resolution Recommending to the San Francisco Board of Supervisors the Designation of the San Francisco County Transportation Authority as the Treasure Island Mobility Management Agency. (*Action Item*)

Contact: Robert Beck, Treasure Island Director

BACKGROUND

The Treasure Island Transportation Management Act of 2008 (“AB 981”) authorizes the creation or designation of a transportation management agency for Treasure Island, which is referred to in AB 981 as the Treasure Island Transportation Management Agency (“TITMA”), and authorizes the Treasure Island Development Authority (“TIDA”) Board of Directors to make a recommendation to the Board of Supervisors (“BOS”) regarding the governance structure of the TITMA. *[Note that while AB 981 allows for the creation of the TITMA, it was concluded that a different name – the Treasure Island Mobility Management Agency (the “TIMMA”) – was more appropriate to the roles and functions authorized under AB981. The roles and responsibilities have not been altered in any way. The term TIMMA is used for the remainder of this staff summary.]*

Under AB 981, the BOS has the authority to create or designate a board or agency to act as the TIMMA. The purpose of the TIMMA is to implement a comprehensive and integrated program to manage travel demand on Treasure Island and Yerba Buena Island (collectively referred to as “Treasure Island”) as development of the Treasure Island/Yerba Buena Island Development Project (“Project”) occurs. The centerpiece of this innovative approach to mobility is an integrated congestion pricing demonstration program that applies motorist user fees to support enhanced bus, ferry, and shuttle transit, as well as bicycling options, to reduce the traffic impacts of the Project. As described in AB 981, the goals of a Transportation Program for Treasure Island are to:

1. Develop a comprehensive set of Transportation Demand Management (“TDM”) programs to encourage and facilitate transit use and to minimize the environmental and other impacts of private motor vehicles traveling to, from, and on Treasure Island.
2. Manage Treasure Island-related transportation in a sustainable manner, to the extent feasible, with the goal of reducing vehicle miles traveled and minimizing carbon emissions and impacts on air and water quality.

3. Create a flexible institutional structure that can set parking and congestion pricing rates, monitor the performance of the transportation program, collect revenues, and direct generated revenues to transportation services and programs serving Treasure Island.
4. Promote multimodal access to, from, and on Treasure Island by a wide range of local, regional, and statewide visitors by providing a reliable source of funding for transportation services and programs serving Treasure Island that will include bus transit service provided by the San Francisco Municipal Transportation Agency ("SFMTA") and ferry service.

In February 2011, TIDA staff approached the San Francisco County Transportation Authority ("SFCTA") to discuss the SFCTA undertaking the role of the TIMMA.

In June 2011, the Planning Commission and TIDA jointly certified the Final Environmental Impact Report for the Treasure Island/Yerba Buena Island Development Project, and in addition the Board of Supervisors approved a Disposition and Development Agreement ("DDA") between TIDA and Treasure Island Community Development, LLC ("TICD") and approved a Transportation Implementation Plan ("TIP").

In October 2011, the TIDA Board of Directors authorized a Memorandum of Agreement between TIDA and the SFCTA that described the potential roles and responsibilities of the SFCTA, if designated as the TIMMA and stated the intent of the TIDA Board of Directors to recommend that the SFCTA be designated as the TIMMA.

In December 2011, the TIDA Board of Directors authorized a contract for services to be performed by the SFCTA to prepare for the formation of the TIMMA, including submitting applications for grants. In June 2012, the TIDA Board of Directors authorized a second Memorandum of Agreement with the SFCTA to continue services in preparation for the formation of the TIMMA and to begin implementation of the TIP.

TIDA staff has worked with staff of the SFCTA and SFMTA to identify those responsibilities under AB 981 appropriately performed by SFCTA functioning as the TIMMA; those that are reserved to SFMTA under the Charter and are unaffected by AB 981; and those that, while anticipated under AB981 to be carried out by the TIMMA, are appropriately performed by the SFMTA.

DISCUSSION

The resolution under consideration by the TIDA Board of Directors would, if approved, formally recommend that the SFCTA be designated by the BOS as the TIMMA to perform all functions that AB 981 allows the TIMMA to perform, with the exception of adopting parking regulations, fees, fines and penalties for on-street parking and off-street parking in publicly-owned facilities.

Role of the TIMMA: AB 981 provides the TIMMA with the exclusive powers necessary to implement the Transportation Program in furtherance of the goals described above. Among these are the ability to establish a congestion pricing and mobility enhancement program including:

1. Recommending to the BOS an initial fee structure for the imposition of congestion pricing fees and modifying the fee structure as necessary thereafter;
2. Administering and collecting congestion pricing fees on Treasure Island;
3. Adopting a transit voucher fee structure applicable to residents and other users of Treasure Island and administer and collect all Treasure Island transit voucher fees;
4. Expending revenues for implementation, operation, collection and enforcement, maintenance, construction, and administration activities;
5. Entering into operating contracts with AC Transit, WETA, and an on-island shuttle provider for transit services for the Project
6. Applying for, accepting and administering state, federal, local agency, or other public or private grant funds for transportation purposes;
7. Undertaking studies, performance evaluations, and monitoring activities; and
8. Adopting and administering the transportation program, implementing rules and regulations, collecting and administering generated revenues, and taking all other steps necessary to implement the transportation program.

Role of TICD: TICD will build the transportation infrastructure and will provide operating subsidies to carry out the Transportation Program in the initial phases of the Project when the revenues from non-residential parking and congestion pricing are not yet at levels to sustain transit service to Treasure Island. The DDA between TIDA and TICD requires that TICD contribute a \$30,000,000 subsidy, expressed in 2010 dollars, to the Project. In addition, if, after the island is 50% occupied, less than 50% of off island trips during the peak period are made by modes other than auto, the DDA requires that TICD contribute an additional \$5,000,000 in subsidy to support the Transportation Program.

Role of TIDA: TIDA will administer the TICD subsidy, as described above, for Transportation Program activities during the occupancy period, as well as enter into contracts, either with the SFCTA prior to the formation of the TIMMA or with the TIMMA after its formation, to carry out pre-occupancy Transportation Program activities. TIDA will also oversee the design review, approval, and construction of transportation infrastructure and will coordinate with the TIMMA on these plans.

Role of SFMTA: SFMTA will be responsible for activities reserved to it in Article 8A of the Charter and unaffected by AB 981, as well as activities which may be assigned to the TIMMA in accordance with AB 981, but which the parties agree are appropriate to continue being performed by SFMTA, including:

- Authority to set parking rates for on-street and off-street parking and to set parking fines and penalties
- Authority to provide SFMTA bus service on Treasure Island and establish, collect, and enforce SFMTA transit fares
- Authority to regulate Taxi Service
- Authority to adopt regulations that control the flow and direction of motor vehicle, bicycle and pedestrian traffic, including regulations that limit the use of

certain streets or traffic lanes to categories of vehicles and that limit the speed of traffic

- Authority to design, select, locate, install, operate, maintain and remove all official traffic control devices, signs, roadway features and pavement markings that control the flow of traffic with respect to streets and highways within City jurisdiction
- Authority to adopt regulations limiting parking, stopping, standing or loading as provided by state law and to establish parking privileges and locations subject to such privileges for categories of people or vehicles as provided by state law
- Authority to establish policies regarding and procure goods and services for the enforcement of regulations limiting parking, stopping, standing or loading and the collection of parking-related revenues and, along with the Police Department, have authority to enforce parking, stopping, standing or loading regulations

The SFMTA would consult and cooperate with TIDA and the TIMMA on parking related functions that it performs on TI. Should the SFMTA, in the execution of its parking related responsibilities, fail to coordinate with TIDA and the TIMMA or otherwise fail to act in accordance with Development Agreement, the Transportation Plan's programs and policies, and related documents, the Board of Supervisors may delegate those parking related responsibilities to the TIMMA.

Analysis: The 2004 Countywide Transportation Plan and subsequent planning documents such as the City's Climate Action Strategy and 2013 San Francisco Transportation Plan highlight the need for the City to explore robust demand management strategies that can generate revenue to fund Transit First mobility options in order for the City to achieve its economic development and livability goals.

As the Congestion Management Agency for San Francisco and lead agency for recent congestion pricing sector work, the SFCTA is well-prepared to serve as the TIMMA. The SFCTA is responsible for preparing the long-range countywide transportation plan for San Francisco, which encompasses all transportation modes and operators with the City. The SFCTA possesses the technical and management capacity to develop and administer the Project's Transportation Program successfully in coordination with city, regional, state and federal agencies, stakeholders, and other public and private sector partners.

Next Steps: If the TIDA Board of Directors approves the attached resolution, a resolution designating the SFCTA as the TIMMA would be introduced to the BOS. Should the BOS designate the SFCTA as the TIMMA, the SFCTA Board of Commissioners would then act on a resolution accepting the designation.

RECOMMENDATION

Staff recommends that the Treasure Island Development Authority Board of Directors recommend to the San Francisco Board of Supervisors that the San Francisco County Transportation Authority be designated as the Treasure Island Mobility Management Agency for certain purposes in accordance with the Treasure Island Transportation Management Act.

1 **[Recommendation to Designate - Treasure Island Mobility Management Agency]**

2 **Resolution recommending that the San Francisco Board of Supervisors designate the**
3 **San Francisco County Transportation Authority as the Treasure Island Mobility**
4 **Management Agency for certain purposes pursuant to the Treasure Island**
5 **Transportation Management Act.**
6

7 WHEREAS, Former Naval Station Treasure Island is a military base located on
8 Treasure Island and Yerba Buena Island (together, the "Base" or "Treasure Island"), which is
9 currently owned by the United States of America; and,

10 WHEREAS, The Base was selected for closure and disposition by the Base
11 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and as
12 amended; and,

13 WHEREAS, The United States Department of Defense designated the City and County
14 of San Francisco ("City") as the Local Redevelopment Authority ("LRA") responsible for the
15 conversion of the Base under the federal disposition process; and,

16 WHEREAS, In 1997, the Base closed and the Treasure Island Development Authority,
17 a California nonprofit public benefit corporation ("Authority"), was created by the City to
18 replace the City as the LRA and to serve as a single entity responsible for the reuse and
19 development of the Base; and,

20 WHEREAS, In 1998, The San Francisco Board of Supervisors ("BOS") approved the
21 designation of the Authority as a redevelopment agency with powers over Treasure Island in
22 Resolution No. 43-98, dated February 6, 1998; and,

23 WHEREAS, In 2012, The BOS rescinded the designation of the Authority as a
24 redevelopment agency under California Community Redevelopment Law in Resolution No.
25

1 11-12, but such rescission did not affect the Authority's status as the Local Redevelopment
2 Authority for Treasure Island or the tidelands trust trustee for the portions of Treasure Island
3 subject to the tidelands trust, or any of the other powers or authority of the Authority; and

4 WHEREAS, In 2003, after a competitive bid process, the Authority Board selected
5 Treasure Island Community Development, LLC ("TICD") as the proposed master developer of
6 the Base and entered into exclusive negotiations with TICD relating to a Disposition and
7 Development Agreement ("TICD DDA") and other transaction documents relating to the reuse
8 and development of the Base (the "Project"); and,

9 WHEREAS, The Authority, the Treasure Island/Yerba Buena Island Citizens Advisory
10 Board, TICD, the Office of Economic and Workforce Development, the San Francisco County
11 Transportation Authority ("SFCTA"), the San Francisco Municipal Transportation Agency
12 ("SFMTA") and other City Departments worked collaboratively to develop the Treasure Island
13 Transportation Implementation Plan ("Transportation Plan") which defines the transportation
14 program and policies for the Project; and,

15 WHEREAS, On June 7, 2011, the BOS unanimously adopted CEQA findings and a
16 Mitigation Monitoring and Reporting Program applicable to the Project (the "MMRP"), and
17 approved a package of legislation authorizing the Project, including approval of a
18 Development Agreement and a Disposition and Development Agreement with TICD, and
19 approval of the Transportation Plan and Infrastructure Plan; and,

20 WHEREAS, The Treasure Island Transportation Management Act of 2008 ("AB 981")
21 authorized the BOS to create or designate a Treasure Island-specific transportation
22 management agency, or the Treasure Island Mobility Management Agency (the "TIMMA");
23 and,
24
25

1 WHEREAS, AB 981 authorizes the BOS to grant the exclusive power to the TIMMA to
2 do any or all of the following pursuant to the terms of a resolution or ordinance adopted by the
3 BOS:

- 4 1. Adopt and administer the transportation program and implement rules and
5 regulations.
- 6 2. Recommend to the BOS and the SFCTA an initial fee structure for the
7 imposition of congestion pricing fees applicable to residents and other motorists
8 as they enter or exit Treasure Island in the amount deemed necessary and
9 proper by the TIMMA to implement the transportation program.
- 10 3. Adopt amendments to the congestion pricing fee structure initially adopted by
11 BOS and SFCTA as the TIMMA deems necessary and appropriate from time to
12 time to implement the transportation program, based upon a finding that the
13 amendments to the fee have a relationship or benefit to the motor vehicle drivers
14 who are paying the fee.
- 15 4. Administer and collect congestion pricing fees on Treasure Island.
- 16 5. Adopt on-street and off-street parking regulations for Treasure Island, including
17 regulations limiting parking, stopping, standing, or loading and establishing
18 parking privileges and locations, parking meter zones, and other forms of
19 parking regulation similar to those adopted for other areas of San Francisco.
- 20 6. Adopt on-street and off-street parking fees, fines, and penalties for Treasure
21 Island and administer and collect all on-street and off-street parking fees, fines,
22 penalties, and other parking-related revenues on Treasure Island.
- 23
24
25

- 1 7. Adopt a fee structure for mandatory pre-paid transit vouchers for residents and
2 other users of Treasure Island and administer and collect all such voucher fees
3 (transit fares would continue to be set and collected by transit operators).
- 4 8. Fix the rates and charges for services provided or functions performed by the
5 TIMMA and administer and collect those rates and charges.
- 6 9. Apply for, accept, and administer state, federal, local agency, or other public or
7 private grant funds for transportation purposes.
- 8 10. Administer and collect all other revenues generated by the transportation
9 program.
- 10 11. Undertake studies, performance evaluations, and other mechanisms as deemed
11 necessary and proper by the TIMMA to adopt and amend the transportation
12 program with the purpose of relieving transportation-related impacts.
- 13 12. Expend its revenues for any purpose related to the transportation program,
14 including costs of implementation, operation, collection and enforcement,
15 maintenance, construction, and administration under the transportation program.
- 16 13. Enter into contracts, cooperative agreements, and direct funding agreements
17 with private parties and governmental agencies, including City departments, to
18 the extent deemed necessary and proper by the TIMMA to implement the
19 transportation program, including for any of the following:
20 a. The construction and maintenance of transportation facilities serving
21 Treasure Island that are directly related to the transportation program,
22 including design, preconstruction, and other related costs.
23 including design, preconstruction, and other related costs.
24 including design, preconstruction, and other related costs.
25

1 b. Transit capital improvements and operations for services that directly
2 serve Treasure Island.

3 c. Notwithstanding Section 40717.9 of the Health and Safety Code,
4 implementation of transportation impact mitigation measures as adopted
5 from time to time to improve or encourage the use of transit and other
6 non-motor vehicle means of access to Treasure Island.

7 14. Adopt rules and regulations governing high-occupancy vehicles.

8 15. Take all other steps as the TIMMA deems necessary and proper to implement
9 the transportation program; and,
10

11 WHEREAS, The SFCTA is the congestion management agency for San Francisco and
12 the lead agency for recent congestion pricing sector work in San Francisco, and the SFCTA
13 has had an ongoing relationship with the Authority, including the planning, design and
14 implementation of the Yerba Buena Island Ramps Improvement Project; and,

15 WHEREAS, In December 2011, the Authority Board of Directors adopted Resolution
16 11-64-10/12 which approved a Memorandum of Agreement ("MOA") between the Authority
17 and the SFCTA to conduct pre-implementation activities pursuant to the Transportation Plan,
18 including undertaking actions necessary for the formation of the TIMMA; and,

19 WHEREAS, Resolution 11-64-10/12 states the Authority's intention to recommend to
20 the BOS that the SFCTA be designated as the TIMMA, and the SFCTA's intention to accept
21 such designation; and,

22 WHEREAS, Since December 2011, the Authority has engaged in conversations with
23 the SFCTA and SFMTA regarding each entity's respective role and responsibility in the
24 implementation of the Transportation Plan's programs and policies; and,

1 WHEREAS, The Charter of the City and County of San Francisco establishes the
2 responsibilities of the SFMTA related to the management of the City's streets, traffic and
3 transportation infrastructure. These responsibilities specifically include the following exclusive
4 powers that AB 981 allows the Board of Supervisors to assign to the TIMMA with respect to
5 streets, traffic and transportation on Treasure Island:

- 6 1. Authority to adopt regulations limiting parking, stopping, standing or loading as
7 provided by state law and to establish parking privileges and locations subject to
8 such privileges for categories of people or vehicles as provided by state law, and
9 to establish parking meters; and,
- 10 2. Authority to set parking rates for on-street and off-street parking, and to set
11 parking fines and penalties; and

12 WHEREAS, AB 981 establishes the following as three of the main purposes of the
13 Treasure Island transportation programs and policies: (i) to develop a comprehensive set of
14 transportation demand management ("TDM") programs to encourage and facilitate transit use
15 and to minimize the environmental and other impacts of private motor vehicles traveling to,
16 from, and on Treasure Island; (ii) to manage Treasure Island-related transportation in a
17 sustainable manner with the goal of reducing vehicle miles traveled and minimizing carbon
18 emissions and impacts on air and water quality; and (iii) to create a flexible institutional
19 structure that can set parking and congestion pricing rates, monitor the performance of the
20 transportation program, collect revenues, and direct generated revenues to transportation
21 services and programs serving Treasure Island; and,

22 WHEREAS, AB 981 establishes, and the Authority, SFCTA and SFMTA understand,
23 that all fees, rates, and charges adopted and collected on Treasure Island in furtherance of
24 the Transportation Plan, which do not include transit fares or SFMTA advertising revenue, but
25

do include all congestion pricing fees, on-street and off-street parking fees, fines and penalties, transit pass fees, and any other rates and charges that are collected, be expended and used by the TIMMA to implement the Transportation Plan; and,

WHEREAS, The Transportation Plan establishes that all non-residential on-street and off-street parking on Treasure Island will incur a parking charge, and that such charges will be applied at a level to encourage the use of transit services and discourage the use of single-occupancy vehicles, consistent with the Project goals; and

WHEREAS, The Authority, the SFCTA and the SFMTA understand that pricing of all non-residential on-street and off-street parking to meet the transportation system performance goals of the Transportation Plan, including to effect mode split and travel behavior on and off of Treasure Island, and to generate revenues to cover the costs of the Transportation Plan, is fundamental to the TIMMA's ability to successfully implement the Transportation Plan's programs and policies in an economically feasible and self sustaining manner, as well as being important to the overall success of the Project; now, therefore, be it

RESOLVED, That the Authority Board of Directors hereby recommends that the BOS designate the SFCTA as the TIMMA to oversee the implementation of the Transportation Plan through the exercise of all of the exclusive powers, listed above, that the BOS, pursuant to AB 981, may grant to the TIMMA, with the exception of the power to:

1. Adopt regulations for on-street parking and for off-street parking within publicly-owned facilities on Treasure Island that are open to the public, including regulations limiting parking, stopping, standing, or loading and establishing parking privileges and locations, parking meter zones, and other forms of parking; and,
2. Adopt parking fees, fines, and penalties for on-street parking and off-street parking within publicly-owned facilities on Treasure Island that are open to the

1 public and administer and collect all such on-street and off-street parking fees,
2 fines, and penalties on Treasure Island; and be it

3 FURTHER RESOLVED, That the Authority Board of Directors hereby recommends that
4 the BOS resolution state that parking fees, fines and penalties collected on Treasure Island
5 shall, in accordance with AB 981, be expended by the TIMMA to implement the
6 Transportation Plan; and, be it

7 FURTHER RESOLVED, That the Authority Board of Directors hereby recommends that
8 the BOS urge the SFMTA in adopting parking regulations for on-street parking and off-street
9 parking within publicly-owned parking facilities on Treasure Island, including regulations
10 limiting parking, stopping, standing, or loading and establishing parking privileges and
11 locations, parking meter zones, and other forms of parking regulation, to consult with the
12 Authority and the TIMMA on the development of such regulations, before adoption by the
13 SFMTA Board of Directors, to ensure that such regulations are in conformance with the
14 Project, the Transportation Plan and the Development Agreement and can reasonably be
15 expected to allow the TIMMA to achieve the Transportation Plan's financial and TDM
16 performance benchmarks, including generating and collecting the revenues necessary for the
17 TIMMA to implement the Transportation Plan's programs and policies, as may be amended
18 from time to time; and be it

19 FURTHER RESOLVED, That the Authority Board of Directors hereby recommends that
20 the BOS urge the SFMTA to consult with the Authority and the TIMMA on the development of
21 fees, fines and penalties for on-street parking and off-street parking within publicly-owned
22 parking facilities on Treasure Island, before adoption by the SFMTA Board of Directors, to
23 ensure that such fees, fines and penalties are in conformance with the Transportation Plan
24 and can reasonably be expected to allow the TIMMA to achieve the Transportation Plan's
25 financial and TDM performance benchmarks, including generating and collecting the revenues

necessary for the TIMMA to implement the Transportation Plan's programs and policies, as may be amended from time to time; and be it

FURTHER RESOLVED, That the Authority Board recommends that the BOS resolution acknowledge that, in accordance with AB 981, the BOS may, at any time and for any reason, revise the TIMMA designation and expand or reduce the powers of the TIMMA or the parking responsibilities reserved to the SFMTA; and be it

FURTHER RESOLVED, That the Authority Board of Directors hereby recommends that the BOS's resolution designating the SFCTA as the TIMMA state that such designation does not affect the authority of the SFMTA to perform those duties related to management of the City's streets, traffic, transit and transportation infrastructure on Treasure Island that are within the exclusive jurisdiction of the SFMTA, under Article 8A of the Charter and that are not subject to assignment to the TIMMA under AB 981. Those duties include but are not limited to:

1. Providing Municipal Railway service on Treasure Island.
2. Establishing, collecting and enforcing SFMTA transit fares.
3. Along with the SFPD, enforcing parking regulations through issuance of citations and towing illegally parked vehicles.
4. Adopting regulations that control the flow and direction of motor vehicle, bicycle and pedestrian traffic, limiting streets to certain categories of vehicles, and limiting the speed of vehicles on City streets.
5. Designing, selecting, locating, installing, operating, maintaining and removing all official traffic control devices, signs, roadway features and pavement markings that control the flow of traffic on City streets.
6. Regulating Taxi Service.

- 1 7. Exercising exclusive authority over the acquisition, construction, management,
2 supervision, maintenance, extension, operation, use and control of all SFMTA
3 property and assets; and be it

4 FURTHER RESOLVED, That the Authority Board of Directors hereby recommends that
5 the BOS, in accordance with AB 981, require the SFCTA in its role as the TIMMA to consult
6 with the SFMTA on (1) decisions regarding transit service, parking enforcement, traffic
7 signaling, and all other SFMTA operational responsibilities, and (2) identifying adequate and
8 reliable funding as necessary for the SFMTA for carrying out its responsibilities on Treasure
9 Island.

10
11 **CERTIFICATE OF SECRETARY**

12 *I hereby certify that I am the duly elected and acting Secretary of the Treasure*
13 *Island Development Authority, a California nonprofit public benefit corporation, and*
14 *that the above Resolution was duly adopted and approved by the Board of Directors of*
15 *the Authority at a properly noticed meeting on January 8, 2014.*

16
17 _____
18 Larry Del Carlo, Secretary
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ITEM 6 (d)
Treasure Island Development Authority
City and County of San Francisco
Meeting of January 8, 2014

Subject: Resolution Retroactively Approving a Memorandum of Agreement Between the Treasure Island Development Authority and the San Francisco County Transportation Authority for Continued Support in Implementing the Treasure Island Transportation Implementation Plan in Fiscal Year 2013/2014. (*Action Item*)

Contact: Robert Beck, Treasure Island Director

BACKGROUND

The Treasure Island Transportation Management Act of 2008 ("AB 981") authorized the creation or designation of a Treasure Island-specific transportation management agency, which is referred to in AB 981 as the Treasure Island Transportation Management Agency ("TITMA"), and directs the TIDA Board of Directors to make a recommendation to the Board of Supervisors ("BOS") regarding the governance structure of the TITMA. Under AB 981, the BOS has the authority to create or designate a board or agency to act as the TITMA. The purpose of the TITMA is to implement a comprehensive and integrated program to manage travel demand on Treasure Island and Yerba Buena Island (collectively referred to as "Treasure Island") as development of the Treasure Island/Yerba Buena Island Development Project ("Project") occurs.

On October 12, 2011, the TIDA Board of Directors approved a Memorandum of Agreement ("TIMMA MOA") with the San Francisco County Transportation Authority ("SFCTA"), which expressed the intention of the TIDA Board to recommend to the BOS that the SFCTA serve as the TITMA. *[Note that while AB 981 allows for the creation of the TITMA, it was concluded that a different name – the Treasure Island Mobility Management Agency (the "TIMMA") – was more appropriate to the roles and functions authorized under AB981; however, the roles and responsibilities have not been altered. The term TIMMA is used for the remainder of this staff summary.]*

On December 14, 2011, the TIDA Board of Directors by Resolution No. 11-71-12/14 approved a Memorandum of Agreement ("Early Implementation MOA") which initiated a contractual relationship between TIDA and SFCTA for early stage implementation activities for the Treasure Island Transportation Implementation Plan ("TIP"), as well as the negotiation, drafting and review of formation documents for the TIMMA. The Early Implementation MOA had a total budget of \$100,000 and a term from December 1, 2011 through June 30, 2012.

On June 13, 2012, the TIDA Board approved a Memorandum of Agreement with the SFCTA with a total budget of \$150,000 to continue in FY 2012-13 the work begun under the Early Implementation MOA.

The proposed new Memorandum of Agreement presented for consideration at this time would authorize the SFCTA to continue in FY 2013-2014 the TIMMA Implementation work and, if designated by the Board of Supervisors as the TIMMA, to begin execution of the TIMMA's

responsibilities as the transportation management agency for Treasure Island to implement a comprehensive and integrated program to manage travel demand in conjunction with the Treasure Island/Yerba Buena Island Development Project. The proposed budget for this new MOA is \$200,000 for the period from July 1, 2013 through June 30, 2014, or the 2013/2014 Fiscal Year.

DISCUSSION

The proposed MOA authorizes the SFCTA's performance of transportation-related planning services for Treasure Island and Yerba Buena Island in Fiscal Year 2013/14, in an amount not to exceed \$200,000, to continue implementation of the TIP and to begin Congestion Management and other planning efforts. TIDA will reimburse the SFCTA for all actual costs associated with the scope of work under the MOA.

The Congestion Management and planning efforts under the MOA are part of a multi-year planning effort to begin implementation of the TIP and the goals of AB 981. The funding authorized in the MOA represents a fraction of the total budget for the efforts; the primary sources of funds are a \$500,000 regional Priority Development Area planning grant a \$480,000 federal Value Pricing Pilot Program planning grant secured by the SFCTA under prior MOAs.

Also funded under the MOA will be the development of TIMMA formation documents (if and to the extent required) including incorporation of the new entity, establishment of bylaws and administrative code provisions, possible State legislation and other policies. The SFCTA will also continue advocacy and grant-writing efforts to obtain funding for Systems Integration and other future phases of implementation.

Analysis: As the congestion management agency for San Francisco and lead agency for recent congestion pricing sector work, the SFCTA is well-prepared to perform the required scope of services. The SFCTA possesses the technical and management capacity to implement the Project's TIP successfully, in coordination with city, regional, state and federal agencies, stakeholders, and other public and private sector partners. TIDA staff has worked closely with SFCTA staff and SFMTA staff on all matters relating to the TIMMA, and simultaneously with this item is presenting a resolution recommending to the Board of Supervisors the designation of the SFCTA as the TIMMA subject to certain reserved functions for the SFMTA.

RECOMMENDATION

Staff recommends retroactive approval of a Memorandum of Agreement between the Treasure Island Development Authority and the San Francisco County Transportation Authority for to continue in FY 2013/14 the TIP and TIMMA Implementation work and if designated by the Board of Supervisors as the TIMMA, to begin execution of the TIMMA's responsibilities as the transportation management agency for Treasure Island to implement a comprehensive and integrated program to manage travel demand on Treasure Island and Yerba Buena Island as the Treasure Island/Yerba Buena Island Development Project occurs.

EXHIBITS

- A. Memorandum of Agreement between SFCTA and TIDA

MEMORANDUM OF AGREEMENT #13/14-12

for

Early Stage Implementation Support for the Treasure Island Transportation Implementation Plan

THIS AGREEMENT is made and shall be effective on the 1st day of July, 2013, by and between the San Francisco County Transportation Authority (the Authority), and the City and County of San Francisco (City) acting through the Treasure Island Development Authority (TIDA), referred to collectively as Parties or individually as Party.

RECITALS

- A. The Authority has been designated as the Congestion Management Agency for the City under State law. In this capacity, the Authority has a wide range of responsibilities that include preparing the long-range Countywide Transportation Plan, prioritizing state and federal transportation funds designated for San Francisco, and developing and operating a computerized travel demand forecasting model.
- B. TIDA has been designated a community redevelopment agency under the California Community Redevelopment Law (CRL) (Sections 33000 et. seq. of the California Health and Safety Code) and is the local reuse authority for purposes of the redevelopment and conversion of former Naval Station Treasure Island (NSTI) to productive civilian uses, including portions of Yerba Buena Island (YBI).
- C. The Board of Supervisors rescinded designation of TIDA as the redevelopment agency for Treasure Island under CRL in Resolution No. 11-12 and such rescission does not affect TIDA's powers, authority, or duties in connection with this Agreement or the reuse and development of NSTI.
- D. In June 2011, the Planning Commission and TIDA jointly certified the Final Environmental Impact Report for the Treasure Island/Yerba Buena Island Development Project, and in addition the Board of Supervisors approved a Disposition and Development Agreement (DDA) between TIDA and Treasure Island Community Development, LLC (TICD) and approved a Transportation Implementation Plan (TIP).
- E. State legislation authorizes designation of a transportation management agency to administer various components of the TIP, including congestion pricing and travel demand management on Treasure Island, through a Mobility Management Agency for Treasure Island (TIMMA).
- F. In October 2011, the Authority Board of Commissioners as well as the TIDA Board of Directors approved entering into a Memorandum of Agreement (MOA) which stated the intent of both parties that the Authority would serve as the Treasure Island Mobility Management Agency (TIMMA), as authorized by State legislation. That MOA stipulated that both TIDA and

Authority would jointly work towards the designation and formation of the TIMMA before March 31, 2012.

- G. In December 2011, the Authority Board of Commissioners by Resolution No. 12-25 as well as the TIDA Board of Directors by Resolution No. 11-71-12/14 approved entering into an Agreement 11/12-20, which included the scope, budget, and term of work required to be performed in furtherance of the TIP and prior to formation of the TIMMA.
- H. Through June 2012, the Authority has carried out the aforementioned scope of activity, including the beginning of implementation of the TIP as well as the negotiation, drafting and review of TIMMA formation documents, in support of the formal designation of the Authority as the TIMMA, or the formation of TIMMA.
- I. In July 2012, the Authority Board of Commissioners by Resolution No. 13-01 approved entering into a Memorandum of Agreement with TIDA, in an amount not to exceed \$150,000, for the Fiscal Year (FY) 2012/13 operating budget and work plan to implement the Treasure Island Transportation Program.
- J. In June 2012, the Authority was awarded a competitive regional Priority Development Area (PDA) planning grant in the amount of \$500,000 to carry out congestion pricing program policy, demand, and financial analysis.
- K. In February, 2013, the Authority was awarded a competitive federal Value Pricing Pilot Program (VPPP) planning grant in the amount of \$480,000 to conduct conceptual system definition, design, and cost estimating, and to prepare preliminary system engineering plans.
- L. Through June 2013, the Authority has carried out the aforementioned scope of activity, including the policy and financial analysis to support implementation of the TIP.
- M. This Agreement is intended to include the scope and term of work required to be performed in furtherance of the TIP during FY 2013/14.
- N. This Agreement sets forth certain rights and obligations of the Authority and TIDA with respect to the Treasure Island Transportation project.

AGREEMENT

The Parties agree to the following:

- 1. **Agreement Purpose.** The purpose of this Agreement is to outline roles and responsibilities of the Authority and TIDA with respect to the formation of TIMMA and first-year TIMMA scope of work.
 - a. **Authority:**
 - i. Allocate Authority staff resources, including an Authority project manager, in a manner sufficient to complete the scope of work outlined in Appendix A within the proposed timeframe.

- ii. Submit invoices to TIDA on a time and materials and quarterly basis for payment for the scope of work outlined in Appendix A, in a total amount not to exceed two hundred thousand dollars (\$200,000).

b. TIDA:

- i. Allocate TIDA staff resources, including a dedicated project manager, in a manner sufficient to complete the scope of work outlined in Appendix A within the proposed timeframe.
- ii. Reimburse the Authority's actual costs associated with this effort, consistent with the scope of work outlined in Appendix A, in a total amount not to exceed two hundred thousand (\$200,000). TIDA agrees to provide payment to the Authority within 30 days from receipt of invoice, subject to review and acceptance of deliverables.

2. **Scope and Budget.** This Agreement is limited to the "Description of Services" set forth in Appendix A, attached hereto and incorporated by reference as though fully set forth. The breakdown of costs associated with this Agreement appears in Appendix B, "Project Budget," attached hereto and incorporated by reference as though fully set forth.

3. **Term.** The term of this Agreement shall be from July 1, 2013 to June 30, 2014. TIDA and the Authority shall not incur expenses beyond June 30, 2014.

4. Indemnification:

- a. TIDA shall indemnify, defend, and hold harmless the Authority, its Commissioners, representatives, agents or employees from and against all claim, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of TIDA, its officers, employees or agents in connection with this Agreement.
- b. The Authority shall indemnify, defend, and hold harmless TIDA, its Commissioners, representatives, agents or employees from and against all claim, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of the Authority, its officers, employees or agents in connection with this Agreement.

5. **Notices:** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Authority: Ms. Cynthia Fong
Deputy Director for Finance and Administration
San Francisco County Transportation Authority
1455 Market Street, 22nd Floor
San Francisco, California 94103
Phone: (415) 522-4800
Fax: (415) 522-4829
E-mail: cynthia.fong@sfcta.org

To TIDA: Mr. Robert Beck
Treasure Island Director
Treasure Island Development Authority
One Avenue of the Palms, Suite 241
Treasure Island
San Francisco, California 94130
Phone: (415) 274-0662
E-mail: bob.beck@sfgov.org

Any notice of default must be sent by registered mail.

6. **Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
7. **Right to Terminate.** Either party may terminate this Agreement, in whole or in part, at any time upon five (5) working days' prior notice. In the event of such a termination, Authority shall submit a final project progress report and invoice to TIDA identifying work completed, consistent with the scope of work outlined in Appendix A, incurred through the termination date within forty-five (45) days of such termination.
8. **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
9. **Audit and Inspection of Records.** The Parties agree to maintain and make available to the each other, during regular business hours, accurate books and accounting records relating to their work under this Agreement and the work of any third parties performing work on the Project. The Parties will permit each other to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Parties shall maintain such data and records in an accessible location and condition for a period of not less than three years after the Authority receives final payment from TIDA. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon the Parties by this Section.

IN WITNESS WHEREOF, The parties have executed this AGREEMENT on the date set forth above:

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

TREASURE ISLAND DEVELOPMENT
AUTHORITY

Recommended by:

Recommended by:

Cynthia Fong
Deputy Director for Finance and Administration
San Francisco County Transportation Authority

Robert Beck
Treasure Island Director

Approved by:

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

Maria Lombardo
Interim Executive Director
San Francisco County Transportation Authority

Deputy City Attorney

APPENDICES

Appendix A: Description of Services

Appendix B: Project Budget

Appendix A

Description of Services

At the request of the Treasure Island Development Authority (TIDA), the Transportation Authority shall perform the activities described in the table below in support of the Treasure Island Transportation Implementation Plan. The table below describes the Transportation Authority's responsibilities for Fiscal Year 2013-14 through 2015-16. This Agreement shall cover work described for Fiscal Year 2013-14, Planning and System Manager Phase. TIDA and the Transportation Authority shall enter into separate agreements to complete activities described in the later phases, anticipated for Fiscal Years 2014-15 and 2015-16.

Task	Phase		
	FY2013-14 Planning & System Manager Phase	FY2014-15 System Manager Phase	FY2015-16 System Integration Phase; Procurement
A GOVERNANCE and ADMIN	<ol style="list-style-type: none"> 1. TIDA MOU amendment 2. Develop TIMMA annual operating budget 3. TIMMA formation (carried over from FY12-13), including legal services, financial advising 4. Develop TIMMA Organizational Structure and Staffing Plan 5. TIMMA Board, TIDA Board and CAB, and TAC staffing (assume quarterly meetings) 6. State legislation (TIMMA formation clean-up) 7. Budget, Financial reporting (quarterly) 8. Consultant and contract management 9. TIMMA Roadmap and Schedule maintenance 10. Public and Media Communications 	<ol style="list-style-type: none"> 1. TIDA MOU amendment 2. TIMMA annual operations budget 3. TIMMA and TIDA Board/CAC/TAC staffing (assume quarterly meetings) 4. Finalize TIMMA Organizational Structure and Staffing 5. Budget, Financial reporting (quarterly) 6. Consultant and contract management TIMMA Roadmap and Schedule maintenance 7. Public and Media Communications 	<ol style="list-style-type: none"> 1. TIDA MOU amendment 2. Develop TIMMA Annual Operations Budget 3. TIMMA and TIDA Board/CAC/TAC staffing (assume quarterly meetings) 4. Budget, financial reporting (quarterly) 5. TIMMA Roadmap, schedule and financial plan maintenance 6. Public and Media Communications 7. Consultant and contract management
B FUNDING	<ol style="list-style-type: none"> 1. Grant applications to support System Integration phase: e.g., Air District / Climate Initiatives 2. RTP advocacy and discretionary fund application 3. Identify approach to NEPA clearance 4. Quarterly grant reporting 	<ol style="list-style-type: none"> 1. Grant applications to support implementation (Substitute for VPPP) 2. TIFIA and/or TIGER (or similar) grant application 3. Ongoing fundraising 4. NEPA clearance 5. Quarterly grant/loan administration and reporting 	<ol style="list-style-type: none"> 1. Ongoing fundraising 2. Quarterly grant/loan administration and reporting

Task	Phase		
	FY2013-14 Planning & System Manager Phase	FY2014-15 System Manager Phase	FY2015-16 System Integration Phase; Procurement
C TRANSIT and FACILITIES	<ol style="list-style-type: none"> 1. Pre-implementation MOUs with WETA, AC, and BATA 2. Evaluate service plans 3. Cost and Revenue Analysis 4. Support Infrastructure Design for Intermodal Facility 	<ol style="list-style-type: none"> 1. Outreach and marketing 2. Confirm service plans 3. Initiate specs and Procurement plan 4. Support Infrastructure Design for Intermodal Facility 	<ol style="list-style-type: none"> 1. Operations Contracts with WETA, AC, SFMTA 2. Continue outreach and marketing 3. Equipment procurement 4. Initiate service / operations testing 5. Finalize Const of Transit facilities 6. Procure maintenance services, finalize contracts
D BIKE, TDM	<ol style="list-style-type: none"> 1. Coordinate with Bay Bridge bicycle access 2. planning for bicycle access in intermodal terminal and on ferry service, transit vehicles 3. Coordinate with City TDM Partnership Project, Planning Department Transportation Element Update 	<ol style="list-style-type: none"> 1. Pre-Implementation MOUs: SFMTA, Air District, DOE 2. Coordinate with City TDM Partnership Project, Planning Department Transportation Element Update 3. Develop procurement plan for concessions and services 4. Outreach and marketing 	<ol style="list-style-type: none"> 1. Operating Agreements: SFMTA, Air District, DOE 2. Design and procurement 3. Outreach and marketing
E RAMP METER	<ol style="list-style-type: none"> 1. Caltrans, BATA Pre-Implementation MOUs 2. Demand analysis 3. Support Preliminary Design 	<ol style="list-style-type: none"> 1. Caltrans, BATA Operating MOUs 2. Monitor / oversee specs, procurement, detailed design 3. Coordinate with congestion pricing system 	<ol style="list-style-type: none"> 1. Evaluate ramp operations/collect baseline data 2. Coordinate installation of congestion pricing equipment (if on Caltrans ROW)

Phase			
Task	FY2013-14 Planning & System Manager Phase	FY2014-15 System Manager Phase	FY2015-16 System Integration Phase; Procurement
F CONG PRIC'G	<ol style="list-style-type: none"> 1. Develop initial project definition, analyze policy alternatives 2. Preliminary cost estimates 3. Demand and financial modeling 4. System Manager Procurement 5. Caltrans, BATA Pre-Implementation MOUs 6. Develop Concept of Operations 7. Initiate Preliminary Systems Design (SEMP) 8. Support TICD Infrastructure Design 9. Develop Procurement Plan for Const & Operations of Cong Pricing System 10. Coordination with regional projects: Regional Express Lanes project design; BATA Electronic Toll study 	<ol style="list-style-type: none"> 1. Complete planning work, revise project definition 2. Complete Preliminary Systems Design (SEMP) 3. Support TICD Infrastructure Design and Approvals 4. Support TICD first phase construction 5. NEPA clearance 6. Detailed designs 7. Coordination with regional projects: Regional Express Lanes project design; BATA Electronic Toll feasibility study 	<ol style="list-style-type: none"> 1. Procure System Integrator 2. Detailed Designs 3. Support TICD first phase construction 4. Finalize construction agreements
G PARKING	<ol style="list-style-type: none"> 1. Develop initial definition of parking pricing approach; analyze policy alternatives 2. Preliminary cost estimates 3. Demand and financial modeling 4. Develop Concept of Operations 5. Initiate Preliminary Systems Design (SEMP) 6. Support TICD Infrastructure Design 	<ol style="list-style-type: none"> 1. Complete planning work, revise project definition 2. Complete Preliminary Systems Design (SEMP) 3. Support TICD Infrastructure Design and Approvals 4. Support TICD first phase construction 	<ol style="list-style-type: none"> 1. Procure System Integrator 2. Detailed Designs 3. Support TICD first phase construction
H MONITOR- ING AND EVAL		Evaluation data: planning	Evaluation data: Baseline data collection

Appendix B
Project Budget

Source	FY13-14
Grants	
Regional discretionary: PDA Planning	\$ 273,573
Federal discretionary: VPPP Planning	\$ 273,573
TIDA	\$ 200,000

Total Project Cost, FY13-14	\$ 747,146
Total Funding, FY13-14	\$ 747,146

TIMMA: Project Budget Estimate for FY 2013-14
11/25/2013

FY'13-14 SFCTA STAFF COST ESTIMATE											
Hourly Rate (all in)		Tasks									FY'13-14 Staff Cost
		A, B, H		C		D		E	F	G	
		Governance, Admin, Funding, Evaluation	Year 3 FTEs	FTE	Transit and Facilities	Bicycle and TDM	Ramp Metering	Congestion Pricing	Parking		
											Year 3 Total
Executive Staff											
Executive Director	\$ 239.44	0.01	2,394	-	-	-	-	-	-	-	\$2,394
DD Planning	\$ 190.99	0.08	9,550	-	-	-	-	-	0.02	2,865	\$15,279
DD Policy/Program	\$ 205.67	0.01	1,028	-	-	-	-	-	-	-	\$1,028
DD Capital Projects	\$ 205.67	0.12	-	0.01	2,057	-	0.01	2,057	0.05	10,284	\$24,680
DD Tech Svcs	\$ 190.99	0.08	1,910	0.05	9,550	-	-	-	0.01	1,910	\$15,279
DD F&A	\$ 190.99	0.11	0.08	14,324	-	0.01	1,910	-	0.01	1,910	\$20,054
TIMMA Project Manager	\$ 131.87	0.47	26,374	0.05	6,594	0.01	1,319	0.01	1,319	0.10	\$61,979
Technical Staff											
Sr. Engineer	\$ 131.87	0.22	0.05	6,594	0.05	6,594	-	-	0.05	6,594	\$28,352
Sr. Mgmt Analyst	\$ 105.59	0.22	0.22	23,230	-	-	-	-	-	-	\$23,230
Accountant	\$ 100.49	0.08	0.08	8,039	-	-	-	-	-	-	\$8,039
Planner	\$ 98.05	0.22	0.01	981	-	0.01	981	-	0.10	9,805	\$21,571
Clerk	\$ 95.65	0.05	0.05	4,783	-	-	-	-	-	-	\$4,783
Administrative	\$ 64.44	0.05	0.05	3,222	-	-	-	-	-	-	\$3,222
Intern	\$ 65.00	0.11	0.01	650	-	-	-	-	0.10	6,500	\$7,150
Subtotal		1.82	0.82	103,078	0.16	24,793	0.03	4,209	0.04	5,353	\$237,041
									0.44	53,054	\$46,554
											\$118,520
Adjustment - Apply SFCTA Staff Cost Estimate to Q3&4 Only											\$40,000
Adjustment - Staff Cost for Q1&2											

FY13-14 CONSULTANTS COST ESTIMATE

PM/PMO	71,000				71,000	\$142,000
Planning and Policy						
Planning and Financial Analysis					200,000	\$200,000
Demand Model Development and Application					96,000	\$96,000
System Manager						
SEMP/ConOps & Preliminary Engineering					129,126	\$129,126
Legal						
Legal Counsel	20,000					\$20,000
Bond Counsel	8,000					\$8,000
Financial Advisors	5,000					\$5,000
Legislative Advocate	5,000					\$5,000
Communications	5,000					\$5,000

Adjustment - Apply Legal, Financial, Legislative, and Communications Consultant Cost Estimate to Q3&4 Only

\$ 21,500
\$ 588,626

496,126

114,000

Subtotal

TOTAL COST

\$ 747,146

[Memorandum of Agreement Between Treasure Island Development Authority and the San Francisco County Transportation Authority]

**RESOLUTION RETROACTIVELY APPROVING A MEMORANDUM OF AGREEMENT
BETWEEN THE TREASURE ISLAND DEVELOPMENT AUTHORITY AND THE
SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY FOR CONTINUED
IMPLEMENTATION SUPPORT FOR THE TREASURE ISLAND TRANSPORTATION
IMPLEMENTATION PLAN IN FISCAL YEAR 2013/2014.**

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America, acting by and through the Department of the Navy; and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510 as amended; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Treasure Island Development Authority (the "Authority" or "TIDA") as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and,

WHEREAS, On January 24, 2012, the Board of Supervisors rescinded the designation of the Authority as a redevelopment agency under California Community Redevelopment Law

1 in Resolution No. 11-12, but such rescission did not affect the Authority's status as the Local
2 Reuse Authority for Treasure Island or the Tidelands Trust trustee for the portions of Treasure
3 Island subject to the Tidelands Trust, or any of the other powers or authority of the Authority;
4 and,

5 WHEREAS, The Treasure Island Transportation Management Act of 2008 ("AB 981")
6 authorized the creation or designation of a Treasure Island-specific transportation
7 management agency, and authorized the Board of Supervisors of the City and County of San
8 Francisco ("BOS") to designate a board or agency to act as a transportation management
9 agency for Treasure Island (the "TIMMA"); and,

10 WHEREAS, AB 981 authorizes the TIMMA to recommend an initial fee structure for
11 congestion pricing fees, to adopt on-street and off-street parking fees, fines and penalties, as
12 well as administer a transportation program and the collection and use of revenues generated
13 from fees; and,

14 WHEREAS, In April and June 2011, the TIDA Board and the BOS approved numerous
15 transactions and entitlement documents related to the reuse and development of the Base
16 (the "Project"), including the Treasure Island Transportation Management Plan ("TIP"); and,

17 WHEREAS, The San Francisco County Transportation Authority ("SFCTA") is the
18 Congestion Management Agency for San Francisco and the lead agency for recent
19 congestion pricing sector work in San Francisco, and the SFCTA has an ongoing, positive
20 relationship with TIDA, including planning, design and implementation of the Treasure
21 Island/Yerba Buena Island Ramps Project; and

22 WHEREAS, On October 12, 2011, the TIDA Board authorized a Memorandum of
23 Agreement (the "Early Implementation MOA") with the SFCTA to perform early
24 implementation work for the TIP and the Transportation Program, and such work as needed
25 before designation of the TIMMA; and,

1 WHEREAS, The SFCTA has performed work under the Early Implementation MOA
2 (and under the successor MOAs in 2012 and 2013), including writing applications various
3 federal and state grants; and,

4 WHEREAS, In June 2012, the SFCTA was awarded a competitive regional Priority
5 Development Area planning grant in the amount of \$500,000 to carry out Treasure Island
6 congestion pricing program policy, demand and financial analysis; and,

7 WHEREAS, In February 2013, the SFCTA was awarded a competitive federal Value
8 Pricing Pilot Program planning grant in the amount of \$480,000 to conduct conceptual system
9 definition, design, and cost estimating and to prepare preliminary system engineering plans
10 for Treasure Island congestion pricing; and,

11 WHEREAS, TIDA and SFCTA staff have prepared a new Memorandum of Agreement,
12 attached hereto as Exhibit A (the "New MOA"), to authorize the SFCTA to continue in
13 FY 2013-2014 the early implementation work and, if designated by the Board of Supervisors
14 as the TIMMA, to execute the TIMMA's responsibilities as the transportation management
15 agency for Treasure Island to implement a comprehensive and integrated program to manage
16 travel demand on Treasure Island and Yerba Buena Island as the Project occurs; now,
17 therefore, be it

18 RESOLVED, That the TIDA Board of Directors approves the New MOA substantially
19 the form attached hereto as Exhibit A, and authorizes the Treasure Island Director to execute
20 and perform all of TIDA's responsibilities under the New MOA; and,
21 be it

22 FURTHER RESOLVED, That the TIDA Board of Directors authorizes the Treasure
23 Island Director to enter into any additions, amendments or other modifications to the
24 New MOA that the Treasure Island Project Director determines in consultation with the
25 City Attorney are in the best interests of the Authority, that do not materially increase the

1 obligations or liabilities of the Authority, that do not materially reduce the rights of the
2 Authority, and are necessary or advisable to complete the transactions contemplated by the
3 New MOA, such determination to be conclusively evidenced by the execution and delivery by
4 the Treasure Island Director of the documents and any amendments thereto.

5
6 **CERTIFICATE OF SECRETARY**

7
8 ***I hereby certify that I am the duly elected and acting Secretary of the Treasure***
9 ***Island Development Authority, a California nonprofit benefit corporation, and that the***
10 ***above Resolution was duly adopted and approved by the Board of Directors of the***
11 ***Authority at a properly noticed meeting on January 8, 2014.***

12
13 _____
14 **Larry Del Carlo, Secretary**
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ITEM 6 (e)
Treasure Island Development Authority
City and County of San Francisco
Meeting of January 8, 2014

Subject: Resolution Authorizing the Treasure Island Director to Execute an Amendment to the Agreement between the Treasure Island Development Authority and Treadwell & Rollo, a Langan Company, for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project

Contact: Robert Beck, Treasure Island Director

SUMMARY

On June 12, 2013, the Authority Board of Directors authorized execution of a Professional Services Contract between the Authority and Treadwell & Rollo to provide environmental engineering consulting and oversight of the U.S. Department of the Navy ("Navy") remediation efforts on former Naval Station Treasure Island ("NSTI") and to provide certain other services in support of the Authority's Treasure Island/Yerba Buena Island Development Project (the "Project").

Under the Agreement the Contractor provides oversight of the Navy's ongoing environmental remediation and assists the Authority in the property transfer and development process, the key elements of which included:

- Reviewing and analyzing technical documents produced primarily by the Navy and its agents, as well as the State of California, acting through the California Department of Toxic Substances Control ("DTSC"), the California Department of Public Health ("CDPH") and the Regional Water Quality Control Board ("RWQCB") relating to the environmental cleanup of contaminants on NSTI; and

- Making recommendations and advising the Authority, in its role as the local reuse authority for Treasure Island, and as needed, the San Francisco Department of Public Health ("SFDPH"), and the Office of the City Attorney.

The Contractor's services are provided on an as-needed basis at the direction and request of TIDA staff and include the following *Services to be Provided by Contractor*, outlined Appendix A to the Agreement:

1. Attend monthly Base Closure Team ("BCT") meetings including preparation, meeting attendance, providing the Authority with documentation and analysis from the meeting.
2. Attend supplemental technical meetings including conference calls as needed and as requested by Authority.
3. Review, comment and advise the Authority on technical documents and plans (e.g. Feasibility Studies, Remedial Investigations, Records of Decision, Final Status Survey

- Reports, etc.) from the Navy and State regulatory agencies including reports and work plans. Prepare written materials for the benefit of Authority and City staff.
4. Provide technical support and environmental expertise to the Authority throughout the property transfer process with the Navy, including peer review of documents and work products prepared by the Navy, the developer and their respective environmental consultants. Within this context, consultant will review technical documents related to the transfer documents, Findings of Suitability to Transfer ("FOST") and supporting environmental documents, including any associated legal and regulatory documents necessary to complete property transfer. Such assistance could include assisting the Authority strategically evaluating remediation, transfer and insurance issues, and reviewing and advising Authority and City staff on the following: FOST, Covenant Deferral Request, Consent Agreement, environmental insurance policies, and associated documents.
 5. Assist the Authority in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above.
 6. Provide additional consultation as needed and as requested by the Authority

The initial term of the Agreement is three (3) years, with up to two (2) one-year options to extend, subject to the Authority's approval and appropriations of funds. The total amount of the agreement was to not exceed Three Hundred Ninety-Five Thousand Dollars (\$395,000.00), and, for the first fiscal year – through June 30, 2014, the total compensation to the Contractor was to not exceed One Hundred Fifty-Eight Thousand Dollars (\$158,000.00). For each subsequent fiscal year during the term of the Agreement, the Director is to notify Contractor of the maximum compensation for that year or of the termination of the Agreement.

REVISED SERVICES

Several factors have required the Authority to draw more heavily on the support of Treadwell & Rollo and will continue to require additional support through the end of the fiscal year. These services fall within the scope of services outlined the Agreement, but have required a greater level of effort than was anticipated when the Agreement was awarded in June. Areas where additional effort has been required to meet the program requirements have included:

- Support of negotiations between the Authority and the Navy on the Economic Development Conveyance Memorandum of Understanding ("EDC MOA") that will govern the schedule and conditions of transfer of property from the Navy to the Authority;
- Review of and response to the Navy's remediation efforts in the residential area of Treasure Island (Site 12), including review of removal actions proposed for 2014, the Draft Feasibility Study for Installation Restoration Site 12, and radiological sampling/survey plans and activities;

- Providing additional information to the SFPUC on current environmental conditions, the scope of Navy remediation efforts, and supporting implementation of the Updated SFPUC Health and Safety Plan for work on the Treasure Island; and
- Additional briefings for Director and other City staff and review/organization of project and electronic files.

Providing the additional support necessary to respond to these issues, requires an increase in the authorized contract sum in the current fiscal year by \$100,000, and an increase in the total contract value by a like amount to allow for the previously anticipated support in years two and three of the Agreement.

RECOMMENDATION

Staff recommends the Authority authorize the Director to execute Amendment One to the Agreement between the Treasure Island Development Authority and Treadwell & Rollo, a Langan Company, for Environmental Engineering Consulting and Oversight of Navy Remediation increasing the budget for the period of performance through June 30, 2014 to \$258,000 and the total contract sum to an amount not to exceed \$495,000.

EXHIBITS

- A Amendment to Agreement between the Treasure Island Development Authority and Treadwell & Rollo, a Langan Company

Prepared by Robert Beck, Treasure Island Director

**City and County of San Francisco
Treasure Island Development Authority**

**First Amendment to the Agreement
between the Treasure Island Development Authority and
Treadwell & Rollo, a Langan Company**

This First Amendment to the Agreement dated June 12, 2013, by and between Treadwell & Rollo, a Langan Company, hereinafter referred to as "Contractor," and the Treasure Island Development Authority, a California nonprofit public benefit corporation, hereinafter referred to as the "Authority" is made this January 8, 2014, in the City and County of San Francisco, State of California.

The parties agree to the following amendments to as follows:

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation

Compensation shall be made in monthly payments on or before the first day of each month for work, as set forth in Section 4 of this Agreement, that the Treasure Island Redevelopment Project Director ("Project Director"), in his or her sole discretion, concludes has been performed as of the first day of the immediately preceding month. In no event shall the total amount of this Agreement exceed ~~Three~~ Four Hundred Ninety-Five Thousand Dollars (~~\$395,000.00~~) (\$495,000.00). For the first fiscal year, through June 30, 2014, the maximum compensation made to the Contractor shall not exceed ~~One~~ Two Hundred Fifty-Eight Thousand Dollars (~~\$158,000.00~~) (\$258,000.00). For each subsequent fiscal year during the term of this Agreement, the Project Director shall notify Contractor of the maximum compensation appropriated for that year (or, if there is no such appropriation, the Project Director shall notify Contractor of the termination of this Agreement). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Project Director as being in accordance with this Agreement. The Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall the Authority be liable for interest or late charges for any late payments.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day first mentioned above.

AUTHORITY	CONTRACTOR
<p>TREASURE ISLAND DEVELOPMENT AUTHORITY</p> <p>By: _____ Robert Beck Treasure Island Director One Avenue of the Palms, Suite 241 San Francisco, CA 94130</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Deputy City Attorney</p>	<p>[name]</p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p>
	<p>By: _____ Dorinda Shipman, PG, CHG Principal/Vice President Treadwell & Rollo A Langan Company 555 Montgomery Street Suite 1300 San Francisco, CA 94111</p> <p>City vendor number:</p>

Appendices

B: Revised Calculation of Charges

Appendix B
Revised Calculation of Charges
Modification 1

Scope of Work Item	2013-2014 Budget	2014-2015 Budget	2015-2016 Budget
1 Attend monthly BCT meetings, including preparation, meeting attendance, providing TIDA with documentation and analysis from the meeting	\$16,900	\$17,500	\$18,200
2 Attend supplemental technical meetings including conference calls as needed and as requested by TIDA	\$17,500	\$16,200	\$8,500
3 Review, comment and advise TIDA on technical documents and plans (e.g. Feasibility Studies, Remedial Investigations, Records of Decision, Final Status Survey Reports, etc.) from the Navy and State regulatory agencies including reports and work plans. Prepare written materials for the benefit of TIDA and City staff.	\$81,900	\$37,400	\$14,300
4 Provide technical support and environmental expertise to TIDA throughout the property transfer process with the Navy, including peer review of documents and work products prepared by the Navy, the developer and their respective environmental consultants. Within this context, consultant will review technical documents related to the transfer documents, FOST and supporting environmental documents, including any associated legal and regulatory documents necessary to complete the property transfer. Such assistance could include assisting TIDA strategically evaluating remediation, transfer and insurance issues, and reviewing and advising TIDA and City staff on the following: FOST, FOST, FOST, Covenant Deferral Request, LIFOC, Consent Agreement, environmental insurance policies, and associated documents.	\$57,200	\$38,100	\$19,900
5 Assist TIDA in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above.	\$8,100	\$9,800	\$5,100
6 Provide additional consultation as needed and as requested by TIDA	\$76,400	\$33,500	\$18,500
	\$258,000	\$152,500	\$84,500
	Three Year (2013-2016) Total		
			\$495,000

1 **RESOLUTION AUTHORIZING THE TREASURE ISLAND DIRECTOR TO EXECUTE AN**
2 **AMENDMENT TO THE AGREEMENT BETWEEN THE TREASURE ISLAND**
3 **DEVELOPMENT AUTHORITY AND TREADWELL & ROLLO, A LANGAN COMPANY**
4 **FOR ENVIRONMENTAL ENGINEERING CONSULTING AND OVERSIGHT OF NAVY**
5 **REMEDATION FOR THE TREASURE ISLAND/YERBA BUENA ISLAND DEVELOPMENT**
6 **PROJECT**

7 WHEREAS, Former Naval Station Treasure Island is a military base located on
8 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by
9 the United States of America ("the Federal Government"); and,

10 WHEREAS, The Base was selected for closure and disposition by the Base
11 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
12 subsequent amendments; and,

13 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
14 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
15 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
16 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
17 conversion of the Base for the public interest, convenience, welfare and common benefit of
18 the inhabitants of the City and County of San Francisco; and,

19 WHEREAS, The U.S. Department of the Navy ("Navy") must assess and remediate
20 environmental concerns on the property of the Base arising out of the Navy's former
21 occupancy and operation prior to transferring that property to the Authority; and,

22 WHEREAS, On February 21, 2013, Authority staff issued a Request for Proposals
23 ("RFP") for qualified consultants or consulting teams to provide environmental engineering
24 consulting and oversight of the Navy's remediation efforts on former Naval Station Treasure
25

Island ("NSTI") and to provide certain other services in support of the Authority's Treasure Island/Yerba Buena Island Development Project; and,

WHEREAS, Treadwell & Rollo's written proposal and oral interview received the highest score based on the RFP's selection criteria from An evaluation panel, comprised of representatives from the San Francisco Department of Public Health, the San Francisco Public Utilities Commission, and the Office of Community Investment and Infrastructure, scored; and,

WHEREAS, On June 12, 2013, the Authority's Board of Directors authorized the execution of an Agreement between the Authority and Treadwell & Rollo for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project; and,

WHEREAS, On July 9, 2013, the Director began work with the Authority; and

WHEREAS, The Director has assessed the Scope of Services and budget described in the Agreement for FY2014/2015 and is recommending an expansion of that scope to respond to the current needs of the Project; now therefore be it

RESOLVED, That the Authority hereby authorizes the Director to execute a First Amendment to the Agreement between the Authority and Treadwell & Rollo for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project to increase the budget for the period of performance through June 30, 2014 to \$258,000 and the total contract sum to an amount not to exceed \$495,000; and,

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure Island Development Director to enter into any additions, amendments or other modifications to the Agreement that the Treasure Island Development Project determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the

obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the First Amendment, such determination to be conclusively evidenced by the execution and delivery by the Treasure Island Development Project Director of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on January 8, 2014.

Larry Del Carlo, Secretary





AGENDA ITEM 7
Treasure Island Development Authority
City and County of San Francisco
Meeting of January 8, 2014

Subject: Informational Presentation regarding approving revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule, including venue management of Casa de la Vista, the Chapel and Administrative Building One Events.

Contact: Jack Nathanson, Special Events Manager

Phone: 415-274-0688

BACKGROUND:

For over six years, the Treasure Island Homeless Development Initiative, a California nonprofit corporation ("TIHDI"), Toolworks, a California nonprofit corporation, and Wine Valley, Inc., a California corporation doing business as Wine Valley Catering (hereafter collectively referred to as the Joint Venture ("JV")), have managed events at four locations on Treasure Island, namely the Pavilion By The Bay, Casa de la Vista, the Chapel, and Administration Building Events.

The JV was formulated in furtherance of the Base Closure Homeless Assistance Agreement and Option to Lease Property (the "Homeless Assistance Agreement") and later the Amended and Restated Base Closure Assistance Agreement for Treasure Island. The goals of the JV were to increase economic development of Treasure Island and provide employment and job training for homeless, at risk and/or disabled residents of Treasure Island and San Francisco, while managing event rental revenues for the Treasure Island Development Authority (the "Authority"). The JV has successfully managed the facilities in furtherance of these goals. However, on November 5, 2013, Wine Valley Catering ("WVC") notified the Authority that it was ceasing operations on Treasure Island effective December 31, 2013. In fact, WVC is planning to stop operations entirely.

The Authority is currently in discussion with TIHDI and Toolworks as they endeavor to find a suitable replacement partner for work that was previously performed the JV. Until a new joint venture is formed with terms acceptable to all parties, Authority staff will manage venue rentals for Casa De la Vista, the Chapel and Administrative Building One, effective January 1, 2014. This will give Authority staff the opportunity to re-assess demand for these facilities and determine if any improvements to the facilities are required. Additionally, Wine Valley Inc. is seeking to sell their interest in the equipment and facilities they own and use at Pavilion By the Bay. Therefore, commencing January 1, 2014, the Authority will continue to sublease the land on which the Pavilion By the Bay sits at a monthly rental of \$8,800 consistent with the current rental terms. This sublease will be terminable on 30 days notice, and the parties anticipate that the sublease will terminate when Wine Valley Inc. sells its equipment and facilities.

PROPOSED CHANGES TO THE TREASURE ISLAND RENTAL POLICY:

Revisions to the Rental Policy (attached as Exhibit "A"). The revisions include the following:

1. Section I (Rental Rate Classifications) has been revised to include cleaning and facility management fees and remove various discounts per City Attorney recommendation regarding consistency with City and County of San Francisco Policy.
2. Section I (G) (At – Cost Rates) has been revised to reflect current eligible organizations.
3. Section VI (Insurance) has been revised to reflect current City and County of San Francisco requirements.
4. Section VI (Insurance) has been revised to reflect current City and County of San Francisco requirements.

PROPOSED CHANGES TO THE RATE SCHEDULE:

Authority staff updated the Competitive Analysis Study of similar Bay Area special event venues in June, 2013. Although the current Rental Rate Schedule remains competitively positioned, Authority staff proposes revisions to the rate schedule that eliminate mid-week venue pricing and incorporated cleaning and venue management costs into the rental rates. For example, the rental rate for Casa de la Vista will increase from \$3,950.00 to \$4,500.00 in order to cover the approximately \$550.00 in cleaning and day of event facilities management.

FINANCIAL IMPACT

Although difficult to quantify, Authority staff anticipates changes to have a minimal effect on revenues for fiscal 2013/2014, and a positive effect for the following fiscal year as approximately 150 rentals of the venues are anticipated to exceed \$450,000.00 for fiscal year 2014/2015.

NEXT STEPS

Based on discussion and feedback received at the January 8, 2014 Authority Board meeting, Project Office Staff will present revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule, including venue management of Casa de la Vista, the Chapel and Administrative Building One Events for approval at the February 12, 2014 Authority Board meeting.

EXHIBITS:

EXHIBIT A: Rental Policy for Special Events Including Rate Schedule

Prepared by: Jack Nathanson, Special Events Manager
For: Mirian Saez, Director of Island Operations

EXHIBIT A

TREASURE ISLAND DEVELOPMENT AUTHORITY RENTAL POLICY FOR SPECIAL EVENTS

The Rental Policy applies to any use of facilities on Treasure Island and Yerba Buena Island for special events. Special events are defined as gatherings of two or more persons for reserved use, public or private, of indoor or outdoor facilities which include, but are not limited to the following.

- Weddings and Domestic Ceremonies; Bar & Bat Mitzvahs; graduation, anniversary, and birthday parties
- Picnics, motorcycle rides, and marching band practices
- Corporate events: meetings, conferences, luncheons, dinners, auctions, cocktail parties, holiday events
- Fundraising walks, triathlons, bike races, and water-related sports events
- School dances, art exhibits, and trade shows
- Any public festivals, concerts, musical performances and open air markets
- City sponsored events

The Rental Policy applies to all applicants, without discrimination with regard to race, color, creed, religion, ethnicity, national origin, ancestry, age, sex, gender identity, sexual orientation, domestic partner status, marital status, HIV status, political affiliation, disability, weight, height, or any other designations prohibited by law.

Rentals shall be subject to the terms and conditions of the standard permit form, which has been approved by the Authority Board, subject to such revisions as may agreed to by the Director of Island Operations so long as such revisions to not materially increase the burdens or materially decrease the benefits to the Authority.

I. RENTAL RATE CLASSIFICATIONS

A. STANDARD RATES

Standard rates apply to the rental of each venue and include a definitive length of time for each rental period, as well as cleaning and facilities management.

B. NEGOTIATED RATES and SHORT TERM DISCOUNTS

While the Event Venue Rate Schedule gives structure to the most common use and application of venues on Treasure Island such as weddings, picnics, and parties, a variety of miscellaneous uses are frequently requested. Many applications received for use of space or facilities cannot fit into the structured framework by which the majority of events typically produced on Treasure Island can adhere.

Rental rates will often need adjustment based on a variety of atypical circumstances such as press conferences, outdoor festivals, and races or walks utilizing streets and portions of the Island not regularly used. Often considerations in cost can lead to the event producer choosing Treasure Island as an event site over another option.

In some cases, rental rates will need so the use of space is not cost prohibitive to a prospective client. This is often the case involving multiple venue use and multiple day use. In these instances, the adjustment in rates may lead to a discount.

Discounts may occasionally be necessary in the case of a request for a rental reservation within a short term time period. Typically, any request for use of space within any current two month period is considered a short term request. These types of short term requests are typically for press conferences, corporate retreats and meetings, and memorial services. The ability to offer a discounted rate for use of a venue that would otherwise generate no revenue on the specific requested date will lead to an increase in overall revenue.

The Director of Island Operations shall evaluate any infrequent and atypical event proposals, as well as any requests for venues within a short term period, and shall decide what discounts (if any) will apply, with a view to maximizing overall revenue. The Director of Island Operations shall, on no less than a quarterly basis, report to the Authority Board on rental rate considerations or discounts granted as part of the Director's Report at regularly scheduled meetings.

C. AT-COST RATES

All available properties on Treasure Island and Yerba Buena Island that have been leased to the Treasure Island Development Authority by the United States Navy can be subleased to eligible organizations and entities on an At-Cost Rate. At-Cost refers to the calculated actual cost to provide the facility for use. Each venue will be assigned a predetermined At-Cost Rate based on calculations set forth below.

Calculation of At-Cost Rate:

At-Cost Rate is based on the actual cost of the following services.

- Janitorial service to clean the venue before and after use
- Garbage disposal and pick up from venue
- Landscape services for upkeep around venue
- Onsite event staff assignments
- Building maintenance and service as provided by DPW
- Cost of utilities as provided by PUC
- Cost of Project Staff time and materials, including such cost of City Attorney's office, other City departments, contractor, or consultant, as necessary

Eligibility:

Organizations will be eligible to receive the At-Cost Rate only if the requested use is for the direct benefit of the residents, students, and tenants of Treasure Island. The At-Cost Rate will not apply to private events for individuals. A formal, detailed event proposal will be required for submittal, specifying the purpose and benefit of the use.

Eligible Organizations: Treasure Island Development Authority (The Authority)
Departments of the City and County of San Francisco (CCSF)
State and Federal Government Agencies

Treasure Island Homeless Development Initiative (TIHDI)

Members of TIHDI including:

Catholic Charities

Community Housing Partnership

Swords to Plowshares

HealthRIGHT 360

Rubicon Programs

Toolworks

Boys & Girls Club

Treasure Island Job Corps

Delancey Street-Life Learning Academy

YMCA-Treasure Island

Treasure Island Sailing Center

Treasure Island Community Associations Including:

Treasure Island Health Network (TIHN)

Community Watch

Treasure Island Citizens' Advisory Board

Treasure Island Community (TIC)

San Francisco Little League

San Francisco Gaelic Athletic Association

San Francisco Golden Gate Rugby Association

United States Navy-Caretaker Site Office (CSO)

Restoration Advisory Board (RAB)

John Stewart Company-Villages at Treasure Island

Treasure Island Museum Association

D. WAIVER OF STANDARD RATES

Frequently, Project Staff receives requests for a waiver of rental fees. These requests are proposed for various purposes, including the use of facilities for the purposes of public service or the direct benefit of Island residents and the City of San Francisco. Examples include the Treasure Island Community Picnic, the Navy's RAB meetings for residents, a corporate sponsored volunteer clean up day, City sponsored press conferences, and the Treasure Island Job Corps's use of the Chapel for a memorial service.

Organizations which meet the same eligibility requirements necessary to be considered for the At-Cost Rate, may be issued a Use Permit with a waiver of rates if no profit is generated or anticipated from the event.

The Director of Island Operations shall use his/her reasonable discretion to waive rental fees as appropriate for instances as they arise. The Director of Island Operations shall, on no less than a quarterly basis, report on any such rental rate waivers granted to the Authority Board as part of the Director's Report at each regularly scheduled meeting, and report such waivers and discounts to the Board of Supervisors consistent with City policy. The Director of Island Operations shall not waive Event Venue Rates in excess of \$7,500.00 without the approval of the Authority Board.

E. PROMOTIONAL RATES

In support of the overall goal to increase use of the venues so as to boost the revenue generated from Special Events, the Authority often schedules promotional events in the venues. These promotional events range from a prearranged bus tour of the various venues, an informal lunch and tour, or to a larger scale dinner event and tour attended by event industry professionals. This type of outreach to professionals in the event industry allows Treasure Island to develop a larger base of wedding and event planners who can become familiarized with the venues and experience what Treasure Island has to offer. These planners may then recommend Treasure Island venues to their clients and work to promote Treasure Island.

The Director of Island Operations shall review each promotional opportunity and decide if the At-Cost Rate or Waiver of Standard Rates is appropriate. An example of a promotional event which would merit the At - Cost Rate is the Hospitality Industry Association Gala. An example of a promotional event which would merit a Waiver of Standard Rates is an Authority sponsored luncheon.

F. FILM AND PHOTO SHOOT RATES

A Use Permit for Film Production and Related Activities is issued for any film or photo shoots that take place on Treasure or Yerba Buena Islands. The two main rate classifications are: 1) Still Photo Shoot; and, 2) Film Shoot. Within each classification, the type of shoot is further distinguished as a Major Shoot or Minor Shoot.

Minor film and photo shoots are those that require very few to no support functions, such as the photographer and the subject only, with minimal equipment.

Major film and photo shoots are those that require substantial support, such as a film crew, prop, vehicles, generators, lighting, and road closures.

Rates for film and photo shoots are included on the Event Venue Rate Schedule attached as Exhibit A. For use of a facility or event venue, at no time shall the fee charged for a film or photo shoot be less than the rental rate as specified under the Event Venue Rate Schedule for that premises.

II. ADDITIONAL FEES

Those events that are common and can conform to the structure that has been established for the rental process will often include event components that require additional rental time incorporated into a rental reservation. Therefore, additional fees are available to allow for such various circumstances. For example, a provision for cleaning fees may be added for an event where such a fee is deemed to be necessary.

A. EXTRA HOURS

Each event contains certain variables that may cause the need for hours of use outside of the standard base rental for each facility. Common variables that may require extra hours of use are elaborate décor designs, lighting installations, catering needs, tent installation and removal, and extensive clean up requirements. Thus, additional time is offered to meet these needs which can be purchased per hour.

The extra hours allow for individual events to modify the rental period so that the desired level of décor/set up can be achieved. This flexibility in price structure benefits those events that may require extra hours, as well as those that do not.

B. SET-UP AND BREAKDOWN DAY FEES

Often an event décor design is so elaborate and extensive that an entire day may be used for set up and/or breakdown of stages, tents, lighting, and exhibits. The Authority recognizes that many events involve pre-event and post-event activities such as these and therefore accommodates additional days at a lower rental fee than the actual event day itself. In the instance that a full day (equivalent to the base rental period of the facility) is required for set up or breakdown, 50% of the base Rate Schedule will be charged.

C. REHEARSALS

Weddings and domestic ceremonies often request use of a facility for a ceremony rehearsal. Thus, rehearsal requests are accommodated, per hour, at the standard Extra Hour Rate.

D. PARKING LOT RATES

For each venue rental, a designated number of parking spots are included in the base rental structure. Often, an event will require use of additional parking lots for one of two reasons: 1) additional parking needs; or 2) additional event space, such as for tents, a car show, or an outdoor festival. The rates incurred for the additional lots requested are structured to accommodate the two types of uses.

i. Parking Lot Rates for additional parking needs will be calculated between \$.05 and \$.25 per square foot per month, depending on criteria such as whether the lot is paved or has lighting.

ii. Parking Lot Rates for additional event space needs will be calculated at \$500 for any lot less than 30,000 square feet, \$1,000 for any lot between 30,000 square feet and 100,000 square feet, and \$1,500 for any lot over 100,000 square feet.

III. SPECIAL EVENT APPLICATION SUBMITTAL, REVIEW AND APPROVAL

All Special Events held on the Islands must possess a Special Event Use Permit (heretofore referred to as a "Use Permit") issued by the Treasure Island Development Authority for use of facilities and grounds on Treasure Island. To initiate the Use Permit application and venue reservation process, the Event Producer shall complete and submit to The Authority in a time period of no later than 150 days prior to the proposed Event Date, unless otherwise notified by THE AUTHORITY:

- **A Treasure Island Development Authority Special Event Application** (Heretofore referred to as the "Application", a copy of which is included in this packet). Event Producers shall complete all sections of the Application including the proposed on-Island Venue for the Special Event; a clear, complete and truthful

description of the entire scope of the Special Event, including dates of all Special Event set-up and take-down activities preceding and following the Special Event itself.

- **A check, cashier's check or money order equal to 50% of the total Venue Use Fee payable to "Treasure Island Development Authority".** Cash and credit/debit card payments are not accepted.

Application review will not begin until both the completed Application and check are received. Incomplete Applications or lack of appropriate level of detail on the Application shall delay Authority review. Upon receipt of the Application, Authority staff shall review the information contained in the Application, conduct due-diligence on the Event Producer, and identify additional regulatory reviews and permits from other relevant City agencies which will be required for the Event. Event Producers shall provide professional references or any other additional information about the proposed Special Event in a timely manner if requested to do so by the Authority. Authority staff shall request any additional information required within 10 working days of receiving an Application. The Authority shall reserve the right to request review of the Application by other pertinent agencies of the City and County of San Francisco or State of California. Event Producer shall provide all additional information requested by the Authority as a result of these additional reviews.

Upon completion of Application review, Authority staff shall notify the Event Producer of the approval or rejection of the Application in writing. If an Application is approved, this notification shall also indicate additional regulatory reviews and permits required of the Special Event and Event Producer. If an Application is rejected, the Authority shall send the Event Promoter a letter denying the Application. Event Promoters may appeal any such rejection directly to the Director of Island Operations.

An approval notification does not represent a final approval of the Special Event nor issuance of a Special Event Use Permit; it is strictly a confirmation of exclusive reservation of the Venue. A Special Event Use Permit is not issued until all Special Event requirements are fulfilled by the Event Producer.

Reservation of Venue and Payment of Venue Use Fee and Security Deposit:

Upon approval of the Application, the submitted check shall be deposited and will serve to establish a formal reservation of the Event Venue by the Authority. This amount shall be credited toward the total Venue Use Fee for the Special Event owed by the Event Producer. Except in extenuating circumstances, this initial 50% payment is non-refundable, regardless of future cancellation of the Event by the Sponsor or Producer. The balance of the Venue Use Fee shall be due to the Authority no later than forty-five (45) working days prior to the Special Event move-in day at the Venue.

The Event Sponsor or Producer shall also be required to pay the Authority a separate Venue Security Deposit on the venue equal to 50% of the total Venue Use Fee, payable by check or cashiers check to "Treasure Island Development Authority". The Venue

Security Deposit shall be due to the Authority no later than forty-five (45) working days prior to the Special Event move-in day at the Venue. The Authority shall deposit and hold this payment until after the Special Event is completed and the Venue is completely vacated by the Event Producer. At such time the Authority will inspect the Venue and deduct from the Security Deposit any amounts required to repair damage caused to the Venue or surrounding area by the Event Producer. The full Security Deposit amount, or portion thereof, will be refunded to the Event Producer within 4 to 6 weeks of the Event Producer vacating the Venue.

Treasure Island Special Event Use Permit:

Upon approval of the Special Event Application and deposit of the 50% payment of the Use Fee, the Authority shall draft a Treasure Island Special Event Use Permit (referred to as the "Use Permit") between the Authority and the Event Promoter. The Use Permit document is the formal contract allowing for use of the Venue and it sets forth the business terms and conditions between the Authority and the Event Producer for the use of the Venue. The Use Permit document shall dictate all terms, conditions and restrictions under which the Special Event shall be held, including additional Permits and requirements imposed by other pertinent agencies. All special events held on Treasure Island require a Use Permit document regardless of the size or duration of the special event.

Use Permits are only considered valid upon execution by the Event Producer, the Office of the San Francisco City Attorney, and the Director of Island Operations. Upon full execution of the Use Permit, one original copy shall be issued to the Event Producer and one copy shall be filed at the Authority office. Failure of Event Producers to comply with all Use Permit requirements, including but not limited to failure to secure additional required permits from other City departments, failure to secure appropriate insurance and failure to make full payment to the Authority of the Use Fee and Security Deposit, is considered cause for the Director of Island Operations to withhold execution of a Use Permit. The Authority may revoke a fully executed Special Event Use Permit at any time before or during the term of the Use Permit, including during the Special Event itself, should the Event Producer fail to adhere to any of the terms and conditions of the Use Permit.

Securing Additional Regulatory Permits and City Agency Reviews:

Upon reservation of venue and receipt of confirmation of Application approval from the Authority, Event Producers shall be responsible for securing all regulatory reviews, approvals or permits that may be required by other City agencies as specified by the Authority in the Application approval letter. Event sponsors will be responsible for coordinating additional approvals and permits from other City Departments, as well as fulfilling any required conditions of these approvals and permits.

Depending on size, location and type of event, additional permits that may be required include, (but are not limited to), the following:

- Department of Building Inspection Temporary Building Permit for construction of temporary structures and staging.
- Treasure Island Dig Permit for any breaking of ground, excavation or tent staking.
- San Francisco Fire Department Open Flame Permit; Public Assembly Permit; Flammable Material Storage Permit; including possible Bureau of Fire Prevention staffing requirement for event.
- San Francisco Police Department approval of Transportation Plan and Special Event security staffing; including possible SFPD 10B Event Officer staffing requirement for event;
- San Francisco Entertainment Commission Itinerant Show Permit; Loudspeaker Permit; Mechanical Contrivance Permit; One Night Event Permit.
- San Francisco Department of Emergency Management approval of Event Medical Plan.
- San Francisco Department of Public Health Temporary Event Permit for food service.
- CalTrans Encroachment Permit for closure of traffic lane on San Francisco-Oakland Bay Bridge (if requested by Event Producer).
- California State Athletic Commission approval and assigned staffing.

IV. SECURITY DEPOSITS

A. SECURITY DEPOSIT REQUIREMENT

Applicants or event sponsors are required to submit a security deposit to accompany the Special Event Application. The required deposit is 50% of the base Standard Rate Schedule of the venue requested regardless if a discount is applied. This deposit is fully refundable and is required by the Treasure Island Development Authority to provide reasonable assurance that the facilities will be treated with care and that any damages will be repaired at the applicant's expense. Deposits will be refunded no later than 45 business days after the event, provided the facilities are left in the same condition in which they were rented. Events that have been approved At-Cost or with a Waiver of Standard Rates do not require a security deposit.

Any organization requesting consideration for the At - Cost Rate must follow all standard procedures for event rentals including submission of a Special Event Application. Additionally, a formal written proposal must be submitted with the Application detailing the type of use and the benefit that will serve the Treasure Island community. All Rules and Regulations, Policies and Procedures set forth in the Event Application Packet will apply.

B. SECURITY DEPOSIT RETURN

Once the event has taken place, if no damage has occurred and no extra hours were used, then the full deposit is returned to the Permittee within 4 to 6 weeks of the Event Producer vacating the Venue.

If any damage to the facility has occurred, Authority staff will notify the Permittee in writing and estimate the repair cost within 30 days of the event. The Special Events staff will refund the security deposit after receipts of the actual repair cost are provided and fees are deducted from the security deposit, no later than 60 days after the event date.

If the Permittee has occupied the venue for extended hours over those specified in the Use Permit, the standard extra hour fee is deducted from the security deposit. Extra hours are not prorated and any increment of extra time will automatically incur an extra hour charge.

C. CANCELLATIONS AND CHANGES POLICY

Cancellations, postponements, and changes of date or venue must be received in writing in order to receive a deposit refund. Any postponement of date or change of date or venue will be considered a cancellation of the current reservation and a request for a new reservation. Thus, the Cancellation and Changes Policy will apply to any request for postponement and/or change of date or venue.

The minimum cancellation fee is \$500 per venue. Cancellations, postponements, or changes of date or venue, made fewer than 30 days prior to an event will receive no deposit refund.

Security deposits, less a cancellation fee, will be refunded if the Authority receives written notice of cancellation, postponement, or change of date or venue at least 30 days prior to the scheduled event. The minimum cancellation fee of \$250 will apply to each venue. If notice of cancellation, postponement, or change of date or venue is received fewer than 150 days prior to the scheduled event, security deposits will be refunded according to the following schedule:

CANCELLATION, POSTPONEMENT, CHANGE OF DATE OR VENUE	CANCELLATION FEE	REFUND AMOUNT
(days before event)	(percentage of deposit)	(percentage of deposit)
150 days or more	\$500	100% less \$500
149-120 days	20%	80%
119-90 days	40%	60%
89-60 days	60%	40%
59-30 days	80%	20%
29 days and fewer	100%	0

V. SECURITY AND PERMITS

The Permittee shall provide, at its expense, any and all additional security and police officers required for the event as determined by the San Francisco Police Department, as well as, any medical life safety personnel or vehicles during the hours of operation of the event, as determined necessary by the San Francisco Fire Department.

The Permittee shall obtain approval from the San Francisco Police Department for alcohol sales and must obtain a one day liquor license from the California Department of Alcoholic Beverage Control.

The approval and application of an At-Cost Rate will not preclude the Permittee from obtaining any necessary and required permit or regulation from City departments.

VI. INSURANCE

Special Event Insurance Requirements:

In addition to issuance of a Use Permit, Event Producers are required to carry adequate liability insurance coverage for all Special Events held on Treasure Island. Minimum insurance requirements are listed below, but these requirements may be modified or increased depending on the nature of the event:

- Workers Compensation insurance with limits not less than \$1 million;
- Employers' Liability Coverage with limits of not less than \$1,000,000 for each accident or occurrence, Comprehensive or Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.
- Automobile Liability insurance with limits not less than \$1 million.

A Certificate of Insurance confirming coverage and an Endorsement for Additional Insureds form (known as a "Form CG 20" or equivalent) are both required. The following entities must be endorsed as Additional Insureds on all policies required of the Event Producer: *"Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents"*.

One-Day Special Event General Liability Insurance coverage is available for purchase through The Authority on a sliding fee scale based on the nature of the Special Event and the number of participants. Event Promoters may request more information from the Authority regarding the availability of this coverage if they do not carry Liability Insurance themselves.

The Authority Any and all organizations approved for any discounted rates, including the At - Cost Rate and Waiver of Standard Rates will be required to provide General Liability Insurance coverage that meets the requirements specified in the Use Permit. If the agency is self - insured, written documentation of such self insurance is required.

VII. ANNUAL REVIEW OF RATES

The rates for each venue shall be reviewed at least annually, and adjusted as deemed necessary after a market survey. Any changes to the Event Venue Rate Schedule shall be presented to the Authority Board for adoption.

VIII. SUSTAINABILITY

Resource Conservation and Sustainability. Authority is committed to managing the Premises in as sustainable a manner as possible. In addition to Permittee's compliance with the requirements of Section 32 below, Permittee shall use its best efforts to conduct its operations in accordance with sustainable practices and shall conduct its operations in accordance with all applicable environmental laws.

California State Bill, AB 2176 (Montanez, Chapter 879, Statutes of 2004) and the San Francisco Environment Code require all operators of large events to maximize recycling and minimize waste in order to achieve high rates of landfill diversion. If Permittee's use of the Premises will host over 1,000 people, Permittee shall comply with the following requirements not later than thirty (30) days prior to the scheduled event:

- A. Submit a recycling and waste reduction plan to the Treasure Island Event Coordinator.
- B. Provide proof of attendance at an event recycling workshop or hire an approved event recycling crew. Contact the SF Department of the Environment's recycling program at 355-3754 for more information on workshops and approved recycling services.
- C. Submit proof of recycling, trash and composting (if applicable) collection services. Proof of service can be obtained from the permitted refuse hauler, Golden Gate Disposal and Recycling (www.sfrecycling.com or 330-1300).

Fish and Game Code Section 5652 makes it unlawful to deposit, pass into, or place where it can pass into the waters of the state, or to abandon, dispose of, or throw away, within 150 feet of the high water mark of the waters of the state, any cans, bottles, garbage, motor vehicle or parts thereof, rubbish, litter, refuse, waste, debris, or the viscera or carcass of any dead mammal, or the carcass of any dead bird. Permittee shall comply with the provisions of this Section, including but not limited to, prohibiting the release of balloons or any other material that is consistent with this provision.

Zero Waste. The Authority's goal is a policy for Zero Waste at Special Events and Activities held on Treasure Island and prohibits Permittees from the following activities:

- The sale, use and distribution of single-use plastic water bottles.
The Event Organizer will provide "water filling stations" supplied either by the San Francisco Public Utilities Commission or a vendor approved by the Authority
- The sale, use and distribution of single-use plastic bags.
The Event Organizer must use alternatives to single-use plastic bags such as Recyclable paper, compostable plastic (preferably marine degradable) and/or reusable bags as those terms defined in the City's Plastic Bag Reduction Ordinance, Environment Code, Chapter 17.
- Avoid the use of disposable plastic packaging.

TREASURE ISLAND DEVELOPMENT AUTHORITY

EVENT VENUE RATE SCHEDULE

VENUE	RENTAL PERIOD	STANDARD RATE
Building 1 Lobby	8 hours	\$4,500
Casa de la Vista	8 hours	\$4,500
Chapel	3 hours	\$1,000
Fogwatch Picnic Area	8 hours	\$500
Fogwatch Picnic Area -Island Resident	8 hours	\$250
The Great Lawn	24 hours	\$2,500
Building 3	24 hours	\$17,500
Set-Up/Breakdown Day	per rental period	50% Base Rental Fee (B-3 set up breakdown fee \$2500)
Parking Lots		
Administration Building	24 hours	\$1,000
Chapel Lot	24 hours	\$1,000
Building 180	24 hours	\$1,000
Great Lawn Parking Lot	24 hours	\$1,000
Eucalyptus Lot	24 hours	\$1,500
Building 3	24 hours	\$1,500
9th , btwn Ave A & D (North star barracks)	24 hours	\$1,000
4th Street, btwn Ave A & D (South star barracks)	24 hours	\$1,000
Gym Lot	24 hours	\$1,000
Un Paved Lots, 4th & 5th at M & N	24 hours	\$500
Child Care Center Lot	24 hours	\$1,000
Triangular Lot, 4th Between M & N	24 hours	\$1,000
FILM AND PHOTO SHOOT FEES		
Minor Still Photo Shoot	per day	\$500
Minor Film Shoot	per day	\$1,000
Major Film Shoot	per day	\$1,500
Student Film/Photo Projects	Waived, subject to requirements	
**STILL PHOTO and FILM PERMITS require minimum five days advance notice for processing and do not apply to weddings		
RATES EFFECTIVE 1/1/14-SUBJECT TO CHANGE		



AGENDA ITEM 8
Treasure Island Development Authority
City and County of San Francisco
Meeting of January 8, 2014

Subject: Resolution Approving and Authorizing the Execution of a First Amendment to the Professional Services Agreement between the Treasure Island Development Authority and Toolworks, Inc., a California nonprofit public benefit corporation, to increase the annual Scope of Services and not to exceed Contract Amount for Fiscal Year 2013-2014 (Action Item)

Contact Richard A. Rovetti, Deputy Director of Real Estate

Phone 415-274-3365

BACKGROUND

On June 12, 2013, the Treasure Island Development Authority (the "Authority") Board of Directors approved a Professional Services Agreement (the "Agreement") with Toolworks, Inc., a California nonprofit public benefit corporation (the "Toolworks"), to provide training and employment opportunities for economically-disadvantaged people with disabilities. For over 15 years, Toolworks has provided janitorial services to Treasure Island. Trainees are recruited through the Treasure Island Homeless Development Initiative, a California nonprofit corporation ("TIHDI") Job Broker Program. Toolworks has developed a specific training program for Treasure Island that utilizes one fulltime supervisor. This person trains and supervises the work of four trainees who work up to five hours a day, five days a week for 10 weeks. The trainees are then assisted in finding fulltime janitorial jobs. Toolworks gives priority placement in this program to Treasure Island residents.

Under the existing contract, Toolworks provides janitorial services to the Treasure Island Childcare Facility located at Building 502 and the Administration Building offices which consist of TIDA's Project Office and all Administration Building occupants, except the US Navy and the San Francisco Police Department. This is a "full service" contract, meaning Toolworks provides janitorial services as well as paper products, cleaning supplies and equipment. Routine services are for five days a week for an amount not to exceed \$10,833.33 per month or \$130,000 for the period from July 1, 2013 through June 30, 2014.

In November 2013, the Authority received notice from the Wine Valley Catering ("WVC") that it was ceasing operations on Treasure Island effective December 31, 2013. In fact, WVC is ceasing operations entirely, thus dissolving the Joint Venture ("JV") as it currently exists between the TIHDI and Toolworks for managing the Authority's Special Events District including the Casa de la Vista, Chapel, and Administration Building. The Authority is currently in discussion with TIHDI and Toolworks as they endeavor to find a suitable replacement partner

for the JV. Until a new JV is formed with terms acceptable to all parties, Authority staff will manage venue rentals for Casa De la Vista, the Chapel and Administrative Building One effective January 1, 2014. Therefore, the Authority will be responsible for providing janitorial services at the Special Events District venues.

Project Staff and Toolworks have negotiated a First Amendment to the Professional Services Agreement (the "First Amendment") to increase the annual Scope of Services to include routine janitorial services for the Casa de la Vista and Chapel. Compensation for these increase services shall be payable in six monthly installments of \$12,275.00. Additionally, post event cleaning charges shall be billed per event and charged at a rate of: Casa de la Vista- \$350 per event; Chapel- \$100 per event; and Administration Building- \$700 per event. Compensation for all services under this First Amendment shall not exceed Eighty Seven Thousand Dollars (\$87,000.00).

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

The salient terms and conditions of the proposed Professional Services Agreement include the following:

Locations:	Building 502 (Childcare Facility), Administration Building offices, Casa de la Vista, Chapel, and Lobby of the Administration Building
Commencement Date:	January 15, 2014
Term:	Month-to-Month
Compensation:	Amount not to exceed Eighty Seven Thousand Dollars (\$87,000)
Janitorial Services:	Contractor will provide the following services, materials and supplies: Soap, toilet paper, hand towels, seat covers for all restrooms and kitchens in all venues with the exception of hand towels at the Childcare Facility; Uniform soap and paper goods dispensers for all restrooms and kitchens in all venues; and Transport of equipment and personnel.

BUDGET IMPACT

The Professional Services Agreement provides Toolworks with an amount not to exceed \$87,000 during FY 2013-2014. This amount increases the level of funding from FY 2013/14 by \$22,000.00 to support increase costs of materials, supplies and scope of work.

RECOMMENDATION

Project Staff recommends approval of the First Amendment to the Professional Services Agreement between the Treasure Island Development Authority and Toolworks, Inc., a California nonprofit public benefit corporation to increase the annual Scope of Services and not to exceed Contract Amount to \$87,000 for Fiscal Year 2013-2014.

EXHIBITS

Exhibit A. First Amendment to the Professional Services Agreement between the
Treasure Island Development Authority and Toolworks, Inc

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Mirian Saez, Director of Island Operations



1 [TOOLWORKS PROFESSIONAL SERVICE AGREEMENT]

2

3 **Resolution Approving and Authorizing the Execution of a First Amendment to the**
4 **Professional Services Agreement between the Treasure Island Development Authority**
5 **and Toolworks, Inc., a California nonprofit public benefit corporation, to increase the**
6 **annual Scope of Services and not to exceed Contract Amount for Fiscal Year 2013-**
7 **2014.**

8 WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island
9 and Yerba Buena Island (together, the "Base"), which is currently owned by the United States
10 of America ("the Federal Government"); and,

11 WHEREAS, The Base was selected for closure and disposition by the Base
12 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
13 subsequent amendments; and,

14 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
15 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
16 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
17 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
18 conversion of the Base for the public interest, convenience, welfare and common benefit of
19 the inhabitants of the City and County of San Francisco; and,

20 WHEREAS, Under the Treasure Island Conversion Act of 1997 (the "Act"), which
21 amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to
22 Chapter 1333 of the Statutes of 1968, the California Legislature (i) designated the Authority as
23 a redevelopment agency under California redevelopment law with authority over the Base
24 upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the

1 Base which are subject to the Tidelands Trust, vested in the Authority the authority to
2 administer the public trust for commerce, navigation and fisheries as to such property; and,

3 WHEREAS, On February 6, 1998, the Board of Supervisors adopted Resolution No.
4 43-98 approving the designation of the Authority as a redevelopment agency for Treasure
5 Island and Yerba Buena Island; and,

6
7 WHEREAS, The Authority has negotiated and endorsed a proposed Base Closure
8 Homeless Assistance Agreement and Option to Lease Real Property (the "Homeless
9 Assistance Agreement") with the Treasure Island Homeless Development Initiative ("TIHDI"),
10 a consortium of California nonprofit corporations organized to utilize the resources of the Base
11 to help fill gaps in the continuum of care for homeless persons and families, pursuant to the
12 Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

13 WHEREAS, In 2011, the Authority and TIHDI executed the Amended and Restated
14 Base Closure Homeless Assistance Agreement ("Amended Homeless Assistance
15 Agreement") and approved by the Board of Supervisors in Resolution no. 243-11; and,

16 WHEREAS, Within the Amended Homeless Assistance Agreement is the Jobs and
17 Equal Opportunity Program ("JEOP") which describes job training and employment
18 opportunities for TIHDI's member organizations for formerly homeless and economically
19 disadvantaged San Franciscans; and,

20 WHEREAS, The Authority wishes to support TIHDI pursuant to the Base Closure
21 Community Redevelopment, Homeless Assistance Act of 1994, and Amended Homeless
22 Assistance Agreement; and,

23 WHEREAS, Toolworks, Inc. is a California nonprofit corporation and a member
24 organization of TIHDI, and Toolworks, Inc. has represented and warranted that it is qualified
25

1 to perform the janitorial and other building maintenance services required by the Authority as
2 set forth under the proposed contract; and,

3 WHEREAS, The Authority's purchasing policy and procedures authorize non-
4 competitive negotiations for contracts in furtherance of the Homeless Assistance Agreement;
5 and,

6 WHEREAS, Since September 1, 2004, the Authority has contracted with Toolworks,
7 Inc. for janitorial and other building maintenance services on the former Base, and the current
8 contract expires June 30, 2014; and,

9 WHEREAS, Under the existing contract, Toolworks provides janitorial services to the
10 Treasure Island Childcare Facility located at Building 502, and the Administration Building
11 offices which consist of TIDA's Project Office and all Administration Building occupants, in an
12 amount not to exceed One Hundred and Thirty Thousand Dollars (\$130,000) for a month-to-
13 month period commencing July 1, 2013 and expiring on June 30, 2014; and,

14 WHEREAS, In November 2013, the Authority received notice from Wine Valley
15 Catering ("WVC") that it was ceasing operations on Treasure Island effective December 31,
16 2013, thus dissolving the Joint Venture ("JV") as it currently exists between the TIHDI and
17 Toolworks for managing the Authority's Special Events District including the Casa de la Vista,
18 Chapel, and Administration Building; and,

19 WHEREAS, The Authority is currently in discussion with TIHDI and Toolworks as they
20 endeavor to find a suitable replacement partner for the JV, Authority staff will manage venue
21 rentals for Casa De la Vista, the Chapel and Administrative Building One effective January 1,
22 2014, and will be responsible for providing janitorial services at the Special Events District
23 venues; and,
24
25

1 WHEREAS, Project Staff and Toolworks have negotiated a First Amendment to the
2 Professional Services Agreement (the "First Amendment") to increase the annual Scope of
3 Services to include routine janitorial services for the Casa de la Vista and Chapel, and post
4 event cleaning of the Casa de la Vista, Chapel; and Administration Building; and ,

5 WHEREAS, Compensation for these services under this First Amendment shall not
6 exceed Eighty Seven Thousand Dollars (\$87,000.00); now, therefore be it

7 RESOLVED, That the Authority hereby authorizes the Director of Island Operations or
8 her designee to execute the First Amendment to the Professional Services Agreement (the
9 "First Amendment") with Toolworks effective January 1, 2014, and expiring on June 30, 2014,
10 for an amount not to exceed Eighty Seven Thousand Dollars (\$87,000), in substantially the
11 form attached hereto as Exhibit A; and be it

12 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of
13 Island Operations or her designee to enter into any additions, amendments or other
14 modifications to the First Amendment that the Director of Island Operations or her designee
15 determines in consultation with the City Attorney are in the best interests of the Authority, that
16 do not materially increase the obligations or liabilities of the Authority, that do not materially
17 reduce the rights of the Authority, and are necessary or advisable to complete the preparation
18 and approval of the First Amendment, such determination to be conclusively evidenced by the
19 execution and delivery by the Director of Island Operations or her designee of the documents
20 and any amendments thereto.
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Larry Del Carlo, Secretary



AGENDA ITEM 9
Treasure Island Development Authority
City and County of San Francisco
Meeting of January 8, 2014

Subject: Informational presentation on the process by which households required to relocate in 2014 will be offered and select replacement units. (Information Item).

Contact: Robert Beck, Treasure Island Director

BACKGROUND

On November 25, 2013, the Treasure Island Development Authority ("TIDA") received a letter from the Department of the Navy notifying TIDA that they will need to remove six buildings from the "John Stewart Master Lease" upon the expiration of the current term of that lease on March 16, 2014 or during the term of the subsequent lease term.

The six buildings that the Navy has identified as needing to be removed are 1133, 1205, 1237, 1325, 1311, and 1313. The Navy indicated that these buildings would need to be vacated to facilitate necessary cleanup activities in the residential neighborhood of Treasure Island (identified as "Site 12" in the Navy's environmental documents). Four of the buildings – 1133, 1205, 1237, and 1325 – are adjacent to former Solid Waste Disposal Areas ("SWDAs") and the other two – 1311 and 1313 – are above an area of groundwater contamination. The Navy plans to conduct Removal Actions relating to these sites and issues in 2014.

The six buildings identified by the Navy encompass thirty-four leasable residential units. Of these units, twenty-four are currently occupied and ten had been held vacant in anticipation of the need to relocate residents from Yerba Buena Island at the start of development activity.

DISCUSSION

TIDA Staff have evaluated the implications of the loss of these units from the leasable inventory, assessed responses to the change, and developed a framework for managing the housing transitions that will be required to vacate the affected buildings when removed from the lease.

Relocation Selections

The John Stewart Company ("JSCo") manages the leasing of the residential units in the Villages at Treasure Island ("Villages") on behalf of TIDA. TIDA in coordination with JSCo had developed an inventory of vacant units on Treasure Island to accommodate the anticipated relocation of residents from Yerba Buena Island when redevelopment begins – currently estimated to begin no earlier than January 2015. Earlier in 2013, TIDA completed a process through which residents of Yerba Buena Island selected units from that available inventory into which they would like to relocate when required to do so. Eight participating residents selected units in the buildings that the Navy plans to remove from the lease.

Because of the changes in inventory arising from the Navy's planned Removal Actions, it will be necessary to set aside the prior selection process and initiate a new selection process for the residents that participated in the prior selection process along with those that must relocate immediately to make way for the Navy's work.

Transition Housing Rules and Regulations & In-Lieu Payment Offers

In 2011, the Treasure Island Development Authority Board of Directors ("Authority Board") and the San Francisco Board of Supervisors approved a Disposition and Development Agreement ("DDA") by and between Treasure Island Community Development, LLC ("TICD") and Treasure Island Development Authority ("TIDA") and related documents governing the future development activities on Treasure Island and Yerba Buena Island. The Effective Date of the DDA was July 14, 2011 ("Effective Date").

One of the documents adopted with the DDA was the Transition Housing Rules and Regulations for the Villages at Treasure Island ("THRRs"; Exhibit E-C to the DDA and Exhibit A to this Staff Report). The THRRs were designed to ensure certain housing opportunities and established specific benefits for households in residence in the Villages at Treasure Island on the Effective Date ("Pre-DDA Households"). Among the benefits was an option to receive an in-lieu payment if the Household elects to move off of Treasure Island when required to relocate to facilitate the redevelopment of the former Naval Station Treasure Island.

While the residents of the affected Treasure Island units will be required to relocate because of a Navy action removing buildings from the lease with TIDA and not to directly facilitate redevelopment, the THRRs do allow for an earlier In-Lieu Payment Option to be made available under limited circumstances not triggered by redevelopment. Recognizing that the loss of units from the leasing inventory will limit TIDA's flexibility to accommodate future redevelopment initiated transitions and the inconvenience that relocation represents to residents, TIDA has extended an Early In-Lieu Payment Option to the Pre-DDA residents required to vacate the six affected buildings if they elect to move off of Treasure Island.

The THRRs also define financial moving assistance benefits for Pre-DDA Households when required to relocate to accommodate redevelopment. This same framework is being used to offer moving assistance to Pre-DDA Households that elect to relocate to other units on Treasure Island when required to relocate in 2014.

Post-DDA Households

The THRRs and the benefits that they define do not apply to households established after July 14, 2011. Households established after July 14, 2011 ("Post-DDA Households") entered into month-to-month leases with the Villages with the knowledge that they could and ultimately would be required to vacate their unit. Accordingly, TIDA does not have an obligation to offer the Post-DDA Households an alternate unit into which they may relocate or to offer moving assistance.

Although not obligated to do so, after assessing of the currently available unit inventory and the projected schedule for redevelopment, TIDA has elected to offer a relocation unit to the Households that will be required to relocate in 2014 and has also elected to offer a fixed moving

assistance payment consistent with the scheduled outlined in the THRRs provided that the affected Post-DDA Household relocates by the date included in their Notice to Vacate.

Meetings with Residents

TIDA Staff hosted a meeting on December 3rd for current residents of the affected buildings to advise them of the notice from the Navy and the transition framework that TIDA had developed as described above. TIDA Staff were joined by JSCo representatives, SFDPH, Treadwell and Rollo (TIDA's environmental consultants), and TIDA's relocation consultants.

On December 5th, TIDA Staff held a similar meeting for current residents of Yerba Buena Island to advise them of the notice from the Navy and discuss its implications for the future relocation of Yerba Buena residents to Treasure Island. TIDA Staff were again joined by JSCo representatives, SFDPH, and TIDA's environmental and relocation consultants to answer residents' questions.

On the evening of December 11th, TIDA hosted a community meeting for all residents of Treasure Island and Yerba Buena Island to provide information on the upcoming Removal Actions and the relocation process. In addition to TIDA Staff, JSCo representatives, SFDPH, Treadwell and Rollo, and TIDA's relocation consultants, the Navy, the California Department of Toxic Substance Control, and the California Department of Public Health attended the meeting. The format of the meeting provided equal time for questions relating to the relocation process and for questions on the status of the Navy's remediation efforts.

Selection Package

TIDA has worked with JSCo and our relocation consultant to further develop and refine plans for managing the required transitions and the processes by which Notices to Vacate will be issued, replacement units will be offered to and selected by residents, and moving assistance extended to relocating households.

That work has produced a set of documents to assist Pre-DDA residents in selecting replacement units, a "Selection Package", including: a cover letter, an updated 2014 Housing Transition Information Brochure, a map and list of available units, a matrix showing equivalent unit types for section, a Unit Selection Ballot on which residents are to rank their preferences for replacement units, and other information. Selection Packages were mailed to residents participating in the selection process via certified mail on January 2, 2014. A typical Selection Package is included as Exhibit B to this Staff Report.

NEXT STEPS

The Selection Package invites the participating households to two meetings planned for 7:00 PM on Tuesday, January 7, 2014, and 10:00 AM on Saturday January 11, 2014. The same information will be presented at both meetings, and residents may attend either or both as their schedule allows. TIDA and JSCo Staff will describe each of the documents provided in the Selection Package and how households should fill out their Unit Selection Ballot ranking their preferred units.

The available units will be made available for viewing on January 16-20 and 25-26, and Unit Selection Ballots are to be returned to the Villages' offices by 12:00 Noon on January 31, 2014. TIDA and JSCo staff will process the Unit Selection Ballots according to the seniority of the relocating households, assigning each household a unit from the available inventory according to the preference rankings indicated on their Unit Selection Ballots. Residents will be notified of which unit they have been assigned after all submitted Ballots have been processed.

Notices to Move

The Navy has indicated that they need the buildings adjacent to the former SWDAs – buildings 1133, 1205, 1237, and 1325 – to be vacated upon expiration of the current lease term. TIDA is preparing 90-Day Notices to Move for these buildings which we intend to issue following the January 8, 2014, TIDA Board meeting. Residents relocating to another unit on Treasure Island will be able to move after being notified of their unit selection and must relocate before expiration of the 90-Day Notice to Move.

Additional work must be completed by the Navy before it is confirmed when buildings 1311 and 1313 must be vacated. That work is expected to be completed by April 2014, and Notices to Move, if required, could be issued as early April. Notices to Move will not be issued to the Yerba Buena Island residents until the transfer of land from the Navy to TIDA and the start of redevelopment construction activities on Yerba Buena are imminent.

EXHIBITS

- A. Transition Housing Rules and Regulations for the Villages at Treasure Island,
1st Modification
- B. Sample Selection Package Mailer

Prepared by Robert Beck, Treasure Island Director

EXHIBIT A

**Transition Housing Rules and Regulations
for the Villages at Treasure Island,
1st Modification**

TREASURE ISLAND DEVELOPMENT AUTHORITY

TRANSITION HOUSING RULES AND REGULATIONS

FOR THE VILLAGES AT TREASURE ISLAND

TREASURE ISLAND DEVELOPMENT AUTHORITY

BOARD OF DIRECTORS

First Modification - February 28, 2013

TRANSITION HOUSING RULES AND REGULATIONS
FOR THE VILLAGES AT TREASURE ISLAND

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Appendix 3:	Sample Moving Expense Allowance Schedule
Appendix 4:	Definitions

TRANSITION HOUSING RULES AND REGULATIONS

FOR THE VILLAGES AT TREASURE ISLAND

I. GENERAL

A. Background

These Transition Housing Rules and Regulations for The Villages at Treasure Island (“**Transition Housing Rules and Regulations**”) reflect the decision of the Treasure Island Development Authority Board of Directors (“**TIDA Board**”) to implement certain recommendations made by the Board of Supervisors of the City and County of San Francisco (“**City**”) in Resolution No. 699-06 (the “**Term Sheet Resolution**”). Definitions used in these Transition Housing Rules and Regulations are provided in **Appendix 4** for reference.

During World War II, Naval Station Treasure Island (“**NSTI**”) was used as a center for receiving, training, and dispatching service personnel.

After the war, NSTI was used primarily as a naval training and administrative center. In 1993, Congress and the President selected NSTI for closure and disposition by the Base Realignment and Closure Commission acting under Public Law 101-510, 10 U.S.C. § 2687 and its subsequent amendments (“**BRAC**”). The Department of Defense subsequently designated the City as the Local Reuse Authority responsible for the conversion of NSTI to civilian use under the federal disposition process.

The City opted to negotiate for the transfer of NSTI under the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 (Pub. Law 103-421) (the “**Base Redevelopment Act**”) amending BRAC, under which certain portions of NSTI would be set aside for homeless assistance programs in a manner that balances the economic development needs of the redevelopment process. A consortium of nonprofit organizations is providing a variety of services to the formerly homeless (currently, Catholic Charities, Community Housing Partnership, Rubicon Programs, Swords for Ploughshares, and Walden House), organized as the Treasure Island Homeless Development Initiative (“**TIHDI**”), to coordinate the homeless assistance programs to be provided under the Base Redevelopment Act.

In anticipation of base closure and following a public planning process, the Mayor, the Board of Supervisors, and the Planning Commission endorsed a Draft Base Reuse Plan for NSTI in 1996 outlining opportunities, constraints, policy goals, and recommendations for the redevelopment of NSTI. The City entered into an agreement with TIHDI in 1996 to develop and implement the homeless component under the Base Reuse Plan, which includes the right to temporary use of former military housing at NSTI and permanent housing through the base redevelopment process. The City formed Treasure Island Development Authority (“**TIDA**”) as a redevelopment agency under California redevelopment law and designated TIDA as the City’s

Local Reuse Authority for NSTI as authorized under the Treasure Island Conversion Act of 1997 (Assembly Bill No. 699, Stats. 1997, ch. 898).

TIDA initiated formal negotiations with the Navy in 1997, the same year the Navy formally closed base operations at NSTI. Also in 1997, the Navy contracted with the City (and subsequently, TIDA) to manage the property pending negotiations for its transfer and redevelopment. As part of managing NSTI on behalf of the Navy, TIDA began subleasing at market rates a portion of the former military housing now known as The Villages at Treasure Island ("The Villages") through a master lease with The John Stewart Company, and directly leasing space to a variety of commercial tenants. The master leases, the Residential Leases for Villages units, and commercial leases are interim pending the Navy's transfer of NSTI to TIDA for redevelopment and reuse.

TIDA selected Treasure Island Community Development, LLC ("TICD") in 2003 for exclusive negotiations for the master redevelopment of NSTI. The Board of Supervisors adopted the Term Sheet Resolution in 2006, endorsing the Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island (as updated and endorsed by the TIDA Board of Directors and the Board of Supervisors in 2010, the "Development Plan"), conditioned on completion of environmental review under the California Environmental Quality Act ("CEQA"), an extensive community review process, and endorsement by the Treasure Island/Yerba Buena Island Citizen's Advisory Board and the TIDA Board. The Development Plan will serve as the basis for a Development and Disposition Agreement between TIDA and TICD (as amended, the "DDA"), which will govern their respective rights and obligations for the redevelopment of certain portions of NSTI if approved by the TIDA Board and the Board of Supervisors after completion of CEQA review. In the Term Sheet Resolution, the Board of Supervisors recommended that the TIDA Board create a transition program setting forth terms by which existing residents of NSTI could have the opportunity to rent at reduced rents or buy newly-constructed units on Treasure Island.

Consistent with Assembly Bill No. 699, the Development Plan specifies that all of the former military housing on the NSTI (except certain historic buildings) eventually will be demolished. As outlined in the Development Plan, TIDA and TICD intend to phase redevelopment so that new housing can be built on NSTI before demolishing most of the existing residential structures as follows.

- Redevelopment of Yerba Buena Island is planned as part of the first phase of the redevelopment project, requiring demolition of existing Yerba Buena Island housing to be among TICD's first development activities. Transitioning Households on Yerba Buena Island affected by the early phases of redevelopment will be offered Existing Units on Treasure Island through Interim Moves.
- Demolition of the housing on Treasure Island is proposed to occur in the later phases of the redevelopment project. But some Transitioning Households may be asked to make Long-Term Moves in earlier phases as new housing becomes available for occupancy.

B. Purpose

These Transition Housing Rules and Regulations:

- are designed to ensure that eligible Villages Households who satisfy all qualifications of Transitioning Households under **Section II.A** (Determination of Household Eligibility for Transition Benefits) receive housing opportunities consistent with the Term Sheet Resolution;
- describe benefits below (“Transition Benefits”) that are available only to Transitioning Households;
- specify the eligibility criteria for Transitioning Households to receive Transition Benefits; and
- outline the procedures by which Transitioning Households will be offered Transition Benefits, including the opportunity to occupy new housing to be built on TI.

C. Limits of Applicability

The Transition Benefits under these Transition Rules and Regulations:

- apply only to Transitioning Households required to move to accommodate redevelopment of NSTI in accordance with the DDA;
- do not apply if TIDA must relocate Villages and TIHDI residents due to disaster or other event affecting living conditions on NSTI, except as specifically set forth herein; and
- do not apply to:
 - Villages Households that do not satisfy all qualifications of Transitioning Households under **Section II.A** (Determination of Household Eligibility for Transition Benefits); or
 - residents in housing managed by TIHDI member organizations, who will have the opportunity to move to new supportive housing that TIHDI will develop under the proposed Amended and Restated Base Closure Homeless Assistance Agreement; or
 - TIDA’s commercial tenants.

D. Overview and Program Framework

Two types of moves affecting Transitioning Households are anticipated as NSTI is redeveloped:

- **Interim Moves**, in which a Transitioning Household moves from one Existing Unit in The Villages to another Villages Existing Unit on Treasure Island following receipt of a Notice to Move. An example of this would be a move from an Existing Unit in an area proposed for redevelopment in an early phase to an Existing Unit on Treasure Island. *Most Transitioning Households will not be asked to make an Interim Move.*
- **Long-Term Moves**, in which a Transitioning Household moves from one of the Existing Units to a newly-constructed Dwelling on Treasure Island. All Transitioning Households (including those that previously made an Interim Move) will have the opportunity to make this move.

Key elements of these Transition Housing Rules and Regulations are:

- All Transitioning Households that receive a Notice to Move for either an Interim Move or a Long-Term Move will be eligible for Transition Benefits under these Transition Housing Rules and Regulations.
- NSTI residents who move off-Island before they receive a Notice to Move and an offer of Transition Benefits are not Transitioning Households and will not be eligible for Transition Benefits.
- All Transitioning Households will have the opportunity to remain on Treasure Island. No eligible Transitioning Household will be required to move before receiving an offer of Transition Benefits.
- Transitioning Households will have an opportunity to select one of the three Transition Benefit Options described in these Transition Housing Rules and Regulations:
 - the Transition Unit Option to move into rental housing on Treasure Island (See **Article V** (Description of Transition Unit Option));
 - the In-Lieu Payment Option for a lump sum payment upon moving off-Island (See **Article VI** (Description of In-Lieu Payment Option)); or
 - the Unit Purchase Assistance Option for down payment assistance in the purchase of a newly-constructed Dwelling on NSTI (See **Article VII** (Description of Unit Purchase Assistance Option)).

- Moving assistance will be provided to Transitioning Households that:
 - make Interim Moves to other Existing Units on Treasure Island; or
 - select the Transition Unit Option and make Long-Term Moves from their Existing Units to new Transition Units.
- A Premarketing Window to purchase newly-constructed Dwellings on NSTI will be available to:
 - all Transitioning Households in Existing Units before they have selected a Transition Benefit; and
 - Post-Transition Tenants that selected the In-Lieu Payment Option and received an In-Lieu Payment.
- Any resident of The Villages who moves onto NSTI after the DDA Effective Date will be a Post-DDA Tenant under these Transition Housing Rules and Regulations. Post-DDA Tenants who by definition do not qualify for an exception under Section II.A.1 (Defined Terms for Determining Eligibility) are ineligible for Transition Benefits, but will be offered transition advisory services when required to move.

E. Effective Date

These Transition Housing Rules and Regulations will be effective on the date the DDA becomes effective (the “**DDA Effective Date**”), if the DDA is approved by the TIDA Board and the Board of Supervisors after completion of CEQA review.

II. ELIGIBILITY

A. Determination of Household Eligibility for Transition Benefits

The first step in determining whether a Villages Household is eligible for Transition Benefits is determining the status of the Household, based on the criteria below.

Only Transitioning Households are eligible for Transition Benefits. Transition Benefits are offered to each Transitioning Household as a Household and not to individual members of the Household.

1. Defined Terms for Determining Eligibility. TIDA will determine the members of a Transitioning Household based on the following definitions:

a. “**Existing Unit**” means a Dwelling located on NSTI that is occupied by a Transitioning Household as its primary Dwelling before receipt of a First Notice to Move or an Interim Notice to Move.

b. **“Good Standing”** means that TIDA does not have grounds for eviction as described in **Section XII.A (Eviction)**.

c. **“Household”** means an individual, or two or more individuals, related or unrelated, who live together in an Existing Unit as their primary Dwelling, or one or more families occupying a single Existing Unit as their primary Dwelling, including: (i) all adult Household members who are named in the Residential Lease; (ii) minor children in the Household; and (iii) the spouse or registered domestic partner of a Household member. Under these Transition Housing Rules and Regulations, all occupants of a single Existing Unit constitute a single Household, and a Household may include both Post-DDA Tenants and members of a Transitioning Household.

d. **“Post-DDA Tenant”** means a resident who moves onto NSTI after the DDA Effective Date, except as follows: (i) a spouse or registered domestic partner of a member of a Transitioning Household; (ii) a minor child of a member of a Transitioning Household; and (iii) a live-in caregiver for a member of a Transitioning Household who has been approved by TIDA or its agent to reside in the Existing Unit. Persons in categories (i) and (ii) above will only be considered a member of a Transitioning Household if the Household notified TIDA in writing of the new Household member, and requested that the Person's name be added to the Residential Lease at the time that the Household member joined the Household, or, if that Person became a member of the Household after TIDA's most recent notice of annual change in base rent under the Residential Lease.

e. **“Residential Lease”** means the lease agreement, including any addenda, under which a Transitioning Household or a Post-DDA Tenant lawfully occupies an Existing Unit, or under which an employer provides employee housing for employees working on NSTI.

f. **“Transitioning Household”** means a Villages Household consisting of residents who: (i) lawfully occupied an Existing Unit in The Villages as its primary Dwelling on the DDA Effective Date as evidenced by each adult resident's signature on the Residential Lease and each minor child identified as an occupant in the Residential Lease; (ii) continue to live in an Existing Unit until the Household receives a First Notice to Move for a Long-Term Move or accepts an In-Lieu Payment or Down Payment Assistance; and (iii) remain in Good Standing under its Residential Lease until the Household receives a First Notice to Move for a Long Term Move or accepts an In-Lieu Payment or Down Payment Assistance. A Transitioning Household specifically excludes the following: (A) any Person or Household in Unlawful Occupancy of the Existing Unit; (B) any Post-DDA Tenant in the Household; (C) any Person who occupies an Existing Unit under an arrangement with a business entity that has entered into a Residential Lease with TIDA; and (D) any Person who occupies the Existing Unit solely for the purpose of obtaining Transition Benefits.

g. **“Unlawful Occupancy”** means: (i) a Person or Household has been ordered to move by a valid court order; (ii) the Person's or Household's tenancy has been lawfully terminated, if the termination was not undertaken for the purpose of evading the obligations of these Transition Housing Rules and Regulations; or (iii) a Person is not listed on

the Residential Lease, except for a: (x) spouse or registered domestic partner of a member of a Transitioning Household; (y) minor child of a member of a Transitioning Household; or (z) live-in caregiver for a member of a Transitioning Household who has been approved by TIDA or TIDA's agent to reside in the unit, provided that Persons in categories (x) and (y) have met the requirements to be considered a Post-DDA Tenant.

h. **"Force Majeure Household"** means a Household that is not a Post DDA Household and is not in Unlawful Occupancy is required by TIDA or any other agency to move from an Existing Unit off of NSTI as a result of a natural disaster or other condition that makes the Existing Unit uninhabitable prior to the Household receiving a First Notice to Move.

2. **TIDA Records of Eligibility**. Based on information available to TIDA, including information provided by Villages Households during and in follow-up to interviews under **Section III.B** (Interview Households and Offer Advisory Services), TIDA will maintain records indicating which members of each Villages Household constitute an eligible Transitioning Household and which members are Post-DDA Tenants or otherwise not qualified for Transition Benefits.

B. Ineligible Residents

1. **Post-DDA Tenants**. Post-DDA Tenants are ineligible for Transition Benefits. A Post-DDA Tenant may be a resident in an Existing Unit in which other residents constitute a Transitioning Household. Post-DDA Tenants will be eligible only for transition advisory services under these Transition Housing Rules and Regulations.

2. **Unlawful Occupancy**. A resident in Unlawful Occupancy of an Existing Unit is ineligible for Transition Benefits or advisory services under these Transition Housing Rules and Regulations.

III. TRANSITION NOTICES AND PROCEDURES

A. First Notice to Move

1. **Delivery of First Notice to Move**. TIDA will deliver a First Notice to Move to each affected Household before the Household is required to move to facilitate the ongoing redevelopment of NSTI.

2. **Time of Notice**. The First Notice to Move will be delivered: (a) no less than 90 days before the date by which an Interim Move must occur; and (b) no less than 120 days before the date by which a Long-Term Move must occur.

3. **Contents of Notice**. The First Notice to Move will state:

a. whether the move will be an Interim Move or a Long-Term Move;

b. TIDA's intent to terminate the Residential Lease for the Existing Unit on a specified date, by which the Household will be required to move;

c. whether TIDA records: (i) list any or all of the members of the Household as an eligible Transitioning Household; or (ii) indicate that any members of the Household are Post-DDA Tenants or are otherwise ineligible for Transition Benefits;

d. if TIDA records indicate that any members of the Household are or may be a Transitioning Household: (i) additional information or verifications necessary to determine eligibility as a Transitioning Household; (ii) a general description of the Transition Benefits that a Transitioning Household may receive under these Transition Housing Rules and Regulations; (iii) additional steps a Transitioning Household must take to secure Transition Benefits, such as setting up an interview to provide TIDA with the information necessary to complete income certification requirements and determine the composition of the Transitioning Household; and (iv) the time-frame for setting up the informational interview to establish the Transitioning Household's housing needs and certify Household Income;

e. if TIDA records indicate that the entire Household (or any member of the Household) is not a Transitioning Household but is a Post-DDA Tenant, information regarding advisory services available to Post-DDA Tenants and on the Household's opportunity to present information demonstrating its eligibility as a Transitioning Household;

f. contact information for questions about the notice or process; and

g. that the notice and all future notices will be translated into a language understood by the Household if the Household notifies TIDA that the Household does not include an adult fluent in English.

B. Interview Household and Offer Advisory Services

1. Schedule Interview. After the First Notice to Move is delivered, TIDA will contact each Household to set up interviews. TIDA will provide sufficient advance notice and scheduling flexibility to enable each adult in the Household (except those in Unlawful Occupancy of the Existing Unit) to be interviewed, so that TIDA can obtain required information and provide advisory services described below.

2. Advisory Services for Transitioning Households:

a. The interviews will enable TIDA to: (i) describe and explain any applicable eligibility requirements for the specific Transition Benefits available to the Transitioning Household under these Transition Housing Rules and Regulations; (ii) advise and assist the Transitioning Household in evaluating its housing needs; (iii) identify any special needs for that Transitioning Household; (iv) assist each Transitioning Household to complete applications for Transition Benefits; and (v) ensure that no Transitioning Household will be required to move from an Existing Unit without an opportunity to relocate to a Transition Unit, except in the case of: (A) an Interim Move; (B) a major disaster as defined in § 102(2) of the federal Disaster Relief Act of 1974; (C) a state of emergency declared by the President of the United States or the Governor of the State of California; or (D) any other emergency that requires the Household to move immediately from the Existing Unit because continued occupancy of the

Existing Unit by the Household constitutes a substantial danger to the health or safety, or both, of the Household.

b. For Long-Term Moves only: (i) the Transitioning Household must begin the process of determining Household Income; and (ii) to qualify for an income-restricted Transition Unit under Sections V.E.1, V.E.2, or V.E.3 (Calculation of Base Monthly Rental Cost), Household Income of the entire Transitioning Household must be certified, subject to third-party verification. For all Households, TIDA will use the then-current Tenant Income Certification Form published by the California Tax Credit Allocation Committee to determine Household Income. A copy of the current form is attached as **Appendix 1**.

c. If all adult members of a Transitioning Household do not consent to be interviewed or do not provide all of the required information requested during or within 30 days after the interview, TIDA will be entitled to rely solely on the limited information provided in response to the interview and contained in its records relating to the Household when making its determination about eligibility for Transition Benefits.

3. **Advisory Services for Post-DDA Tenants.** The interviews will enable TIDA to offer the following advisory services to Post-DDA Tenants: (a) assist in evaluating their housing needs and any special needs; (b) provide references to providers of special needs services and other housing in San Francisco; and (c) provide a Household with the opportunity to present information to TIDA to support a claim of eligibility for Transition Benefits.

C. Second Notice to Move

1. **Time and Contents of Second Notice to Move.** No less than 60 days before a Household is required to move, TIDA will deliver a Second Notice to Move. The Second Notice to Move will state:

a. TIDA's determination of whether the Household is an eligible Transitioning Household;

b. which members of the Household, if any, are Post-DDA Tenants, in Unlawful Occupancy, or otherwise ineligible for Transition Benefits;

c. the actual date by which the move must be complete (the "Move Date"); and

d. the options available to the Transitioning Household under these Transition Rules and Regulations.

D. Selection of a Transition Benefit

After receipt of the Second Notice to Move, each Transitioning Household will be required to make certain decisions about Transition Benefits.

1. Transition Benefit Options for Long-Term Moves. For Long-Term Moves, the Second Notice to Move will offer each Transitioning Household a choice of:

a. the Transition Unit Option to move into a Transition Unit in a specifically identified new building on TI, with the number of bedrooms, initial rent, and long-term rent protection as described in **Article V** (Description of Transition Unit Option);

b. the In-Lieu Payment Option to receive an In-Lieu Payment, calculated in accordance with **Article VI** (Description of In-Lieu Payment Option); or

c. the Unit Purchase Assistance Option to receive Down Payment Assistance calculated in accordance with **Article VII** (Description Unit Purchase Assistance Option), but only if new for-sale units are then available for purchase and the Transitioning Household can demonstrate that it can close escrow on the purchase of and move into a new Dwelling on NSTI before the Move Date.

2. Options for Interim Moves. For Interim Moves, the Second Notice to Move will offer each Transitioning Household a choice of the following options:

a. the right to occupy an Existing Unit on Treasure Island with the number of bedrooms and initial rent calculated in accordance with **Article IV** (Interim Moves); or

b. the option to receive an In-Lieu Payment in accordance with **Article VI** (In-Lieu Payment Option).

3. Written Notice to TIDA of Selection. For both Long-Term Moves and Interim Moves, the Transitioning Household's selection may be made by delivering written notice to TIDA, signed by each adult member of the Transitioning Household at any time up to 45 days before the Move Date.

4. Transitioning Household Entitled to Single Transition Benefit. Each Transitioning Household receiving a Long Term Move Notice is entitled to only one of the Transition Benefits described in **Article V** (Transition Unit Option), **Article VI** (In-Lieu Payment Option), and **Article VII** (Unit Purchase Assistance Option). As a condition to receipt of the selected Transition Benefit, each member of the Transitioning Household will be required to waive all other Transition Benefits under these Transition Housing Rules and Regulations.

E. Complete the Move

1. Eligibility for Moving Assistance. Moving assistance to cover the costs of moving the Household will be provided to every Transitioning Household that makes an Interim Move from an Existing Unit on NSTI to another Existing Unit on TI and/or a Long-Term Move from an Existing Unit on NSTI to a Transition Unit. Moving assistance is not provided to: (a) Transitioning Households that receive the In-Lieu Payment Option or Down Payment Assistance; (b) Post-DDA Tenants; (c) Persons in Unlawful Occupancy of their Existing Unit; or (d) other Persons ineligible for Transition Benefits.

2. Actual Costs. A Transitioning Household will be compensated for Actual Reasonable Moving Expenses incurred in moving the Household for an Interim Move to an Existing Unit or a Long-Term Move to a Transition Unit. Costs that may be included in a claim for Actual Reasonable Moving Expenses are listed in **Article VIII.B (Moving Assistance)**.

3. Moving Allowance Alternative. A Transitioning Household that is eligible to be reimbursed for Actual Reasonable Moving Expenses may elect instead to receive a Moving Expense Allowance that will be determined according to a schedule established by TIDA, based on a moving expense allowance determined in accordance with established federal Highway Administration schedules maintained by the California Department of Transportation. The current schedule is shown in **Appendix 3**.

F. Early Transition Benefits

1. Limited Circumstances. Under certain circumstances, Transitioning Households may be eligible to receive certain Transition Benefits before receipt of a Notice to Move.

a. The In-Lieu Payment Option may be available earlier, if, and only if, TIDA provides written notice to Transitioning Households offering an early opportunity to receive an In-Lieu Payment, which may be conditioned on the Household moving out of its Existing Unit by a specified date ("**Notice of Early In-Lieu Payment Option**").

b. The Unit Purchase Assistance Option is available at any time a Transitioning Household completes the purchase of a new Dwelling on NSTI, unless the Transitioning Household has previously lost its status as a Transitioning Household by accepting an In-Lieu Payment or moving into a Transition Unit.

IV. INTERIM MOVES

A. Required Interim Moves

Some Transitioning Households will be required to make an Interim Move from one Existing Unit to another Existing Unit on TI.

An Interim Move will be required for those Transitioning Households that reside in areas proposed for redevelopment in an early phase of development. Although not currently anticipated, Interim Moves also may be required in later phases of development. Transitioning Households required to make an Interim Move will receive a First Notice to Move not less than 90 days before the Move Date and a Second Notice to Move not less than 60 days before the Move Date.

B. Benefits for Interim Moves

Transitioning Households required to make an Interim Move may elect to move to an Existing Unit on TI under the following terms:

1. Size. The offered Dwelling will have at least the same number of bedrooms as the Existing Unit unless the Transitioning Household elects to move to a smaller unit. The Transitioning Household may be offered a Dwelling that has a greater number of bedrooms if the available Dwellings with the same number of bedrooms as the Existing Unit will result in a reduction in total square footage from the Existing Unit by 10% or more.

2. Rent. The initial monthly rent for Transitioning Households making an Interim Move to an Existing Unit on TI will be determined as set forth below. In each case, the initial monthly rent will be subject to annual increases calculated by the Rent Board Adjustment.

a. If the offered Dwelling has the same or a greater number of bedrooms as the Existing Unit, the initial monthly rent for the offered Dwelling will be the lesser of: (a) the rent the Transitioning Household is paying for its Existing Unit on the date of the First Notice to Move; or (b) the market rent that TIDA would otherwise charge for the offered Dwelling on the date of the First Notice to Move.

b. If Transitioning Household has elected to move to an offered Dwelling with fewer bedrooms than its Existing Unit, the initial monthly rent on the offered Dwelling will be the lesser of: (a) the monthly rent for the Existing Unit on the date of the First Notice to Move, reduced by 10% for each reduction in bedroom count, or (b) the market rent that TIDA would otherwise charge for the offered Dwelling on the date of the First Notice to Move. For example, if a Transitioning Household occupies an Existing Unit with four bedrooms on the DDA Effective Date, but elects in an Interim Move to move into an offered Dwelling with two bedrooms, the initial monthly rent under (a) would be 80% of the monthly rent on the Existing Unit on the date of the First Notice to Move.

3. Unit Selection. The Notice to Move for an Interim Move will provide information on the process for Transitioning Households electing to move to an Existing Unit on TI to select a Dwelling.

4. Status as Transitioning Household. The Transitioning Household will retain its status as a Transitioning Household following an Interim Move, and will continue to be eligible for Transition Benefits as long as the Household continues to meet the eligibility requirements stated in **Section II.A.1.d** (Determination of Household Eligibility for Transition Benefits).

C. Option to Elect In-Lieu Payment

Instead of making an Interim Move, Transitioning Households may elect the In-Lieu Payment Option in accordance with **Article VI** (Description of In-Lieu Payment Option).

V. DESCRIPTION OF TRANSITION UNIT OPTION

A. Transition Unit Option

1. Time of Option. The Transition Unit Option is available for Transitioning Households only after TIDA delivers a Notice to Move for a Long-Term Move.

2. Benefits. Transitioning Households will have the opportunity to rent a newly-constructed Transition Unit on Treasure Island. Transitioning Households that elect to move into the offered Transition Unit will be eligible for Actual Reasonable Moving Expenses or a Moving Expense Allowance.

3. Designated Unit. TIDA will designate at least one Transition Unit for each Transitioning Household selecting the Transition Unit Option.

4. Loss of Status. A Transition Unit will be offered to each Transitioning Household unless it has lost its status as a Transitioning Household by its prior receipt of Transition Benefits for a Long-Term Move or it no longer meets the eligibility requirements stated in Section II.A (Determination of Household Eligibility for Transition Benefits).

5. Leases for Income-Restricted Units. Leases for Households with Section 8 vouchers, Tax Credit Eligible Households and others occupying Transition Units assisted with state, federal, or local housing funds will be subject to applicable regulations and requirements of such funding programs.

6. Loss of Option. TIDA's obligation to provide a Transitioning Household selecting the Transition Unit Option with a Transition Unit will be deemed to be satisfied if the Transitioning Household is offered and refuses to accept the Transition Unit offered.

B. Standards Applicable to Transition Units

1. Size. Except as provided below, a Transition Unit offered to a Transitioning Household under the Transition Unit Option must contain the same number of bedrooms as in the Existing Unit. Exceptions include:

a. Program regulations of certain government housing programs (e.g. tenant-based Section 8) may limit the number of bedrooms that participating Transitioning Households can be offered.

b. In determining the size of a Transition Unit, Post-DDA Tenants, Persons in Unlawful Occupancy and other Persons ineligible for Transition Benefits are excluded as Persons in the Transitioning Household, but Post-DDA Tenants will be allowed to move into a Transitioning Household's Transition Unit.

c. If the Transitioning Household is smaller when it moves into the Transition Unit than it was when its eligibility was established, TIDA will offer a Transition Unit with one bedroom per Person remaining in the Transitioning Household up to a maximum of four bedrooms.

2. Decent, Safe and Sanitary. The Dwelling must be "Decent, Safe and Sanitary," which means it:

a. conforms with all applicable provisions for existing structures that have been constructed under state or local building, plumbing, electrical, housing and occupancy codes, and similar ordinances or regulations;

b. has a continuing and adequate supply of potable water;

c. has a kitchen or an area set aside for kitchen use that: (i) contains a sink in good working condition connected to hot and cold water and to an adequate sewage system; and (ii) has utility service connections and adequate space for the installation of a stove and a refrigerator;

d. has an adequate heating system in good working order that will maintain a minimum temperature of 70 degrees in all habitable rooms, and all rooms must be adequately ventilated;

e. has a bathroom, well lit and ventilated and affording privacy to a person within it, containing a lavatory basin and a bathtub or stall shower, properly connected to an adequate supply of hot and cold running water, and a flush closet, all in good working order and properly connected to a sewage disposal system;

f. has an adequate and safe wiring system for lighting and other electrical services;

g. is structurally sound, weather tight, in good repair, and adequately maintained;

h. has a safe unobstructed means of egress leading to safe open space at ground level that conforms to building and fire codes;

i. has at least one room that has not less than 150 square feet of floor area, and other habitable rooms, except kitchens, that have an area of not less than 70 square feet;

j. has sleeping room(s) that include at least 70 square feet of habitable floor space for the first occupant and 50 square feet of habitable floor space for each additional occupant; and

k. is available to the Transitioning Household regardless of race, color, sex, marital status, religion, or national origin in a manner consistent with Title VIII of the Civil Rights Act of 1968 and any other applicable local, state, or federal nondiscrimination laws.

C. Required Information for Option

1. Relevant Household Information. Transitioning Households must provide all of the following information to receive the Transition Unit Option:

a. Household Income;

b. Household composition and size, including: (i) the full names of all Household members and relationship of Household members to each other; (ii) age and number of any children and elderly members of the Household; (iii) whether any members of the Transitioning Household are disabled; (iv) whether any members of the Transitioning Household are Adult Students; and (v) special needs (social and public services, special schools, and other services, need for in-home care); and

2. Time to Provide Information. To the extent all required information is not provided at the interview, Transitioning Households wishing to obtain Transition Benefits will have 30 days after the interview to provide all required information to TIDA.

D. Calculation of Household Income

A Transitioning Household's annual Household Income will be determined using the current Tenant Income Certification Form (see **Appendix 1**).

Households will be required to verify Household Income with third-party documentation such as W-2 forms, pay check stubs, tax returns or other forms of verification. Monthly Household Income will be determined based on the most recent 12 month period preceding the First Notice to Move.

E. Calculation of Base Monthly Rental Cost

The Transitioning Household will be offered a Transition Unit at an initial rent not exceeding the Base Monthly Rental Cost as determined below:

1. Adjustments for Changes in Bedroom Count. If the size of the Transitioning Household changed after the Effective Date, and the Transition Unit contains fewer bedrooms than the Household's Existing Unit as provided in **Section V.B(1)(c)** (Standards Applicable to Transition Units), for purposes of determining the Base Monthly Rental Cost the monthly rent for the Existing Unit will "**Adjusted for Changes in Bedroom Count**," according to the following calculation: (a) calculate the Existing Unit's monthly rent by adding any annual Rent Board Adjustments to the rent for the Existing Unit on the DDA Effective Date; (b) multiply (a) by the product of 10% times the reduction in bedroom count and (c) deduct the applicable Utility Adjustment. For example, if a Transitioning Household originally rented an Existing Unit with four bedrooms but due to changes in the Transitioning Household's size received a unit with two bedrooms, the monthly rent would be reduced by 20% and adjusted for the applicable Utility Allowance based on the new unit bedroom count.

2. Households Participating in Governmental Housing Programs

a. Tax Credit Eligible Households: Base Monthly Rental Cost for Tax Credit Eligible Households will be the lesser of: (i) the Existing Unit's monthly rent on the DDA Effective Date, plus annual Rent Board Adjustments, then Adjusted for Changes in the Bedroom Count (as defined below), if applicable, less Utility Adjustment; (ii) 30% of the Transitioning Household's Average Monthly Income; or (iii) the maximum allowable rent under applicable tax credit regulations less Utility Adjustment. Tax Credit Eligible Households will be offered a

Transition Unit in housing financed with low income housing tax credits and may be required to certify Household Income annually while occupying the rent-restricted unit.

b. Households with Section 8 Vouchers: Base Monthly Rental Cost for Households with Section 8 vouchers will be the fair market rent for a Dwelling for the Household size under Section 8 program regulations, less Utility Adjustments.

3. Low Income Household (defined in Calif. Health & Safety Code § 50079.5): Base Monthly Rental Cost for Low Income Households that do not include Adult Students will be the lesser of: (a) the Existing Unit's monthly rent on the DDA Effective Date, plus annual Rent Board Adjustments, then Adjusted for Changes in the Bedroom Count, if applicable, less Utility Adjustment; or (b) the maximum rent for a Low Income Household allowed by Health and Safety Code § 50053, less Utility Adjustment.

4. Moderate Income Household (defined in Calif. Health & Safety Code § 50079.5): Base Monthly Rental Cost for Moderate Income Households that do not include Adult Students will be the lesser of: (a) the Existing Unit's monthly rent on the DDA Effective Date, plus annual Rent Board Adjustments, then Adjusted for Changes in the Bedroom Count, if applicable, less Utility Adjustment; or (b) the maximum rent for a Moderate Income Household allowed by Health and Safety Code § 50053, less Utility Adjustment.

5. All Other Transitioning Households: Base Monthly Rental Costs for all other Households, consisting of: (i) Transitioning Households that are not Tax Credit Eligible Households, Households with Section 8 vouchers, Low Income Households, or Moderate Income Households; (ii) Transitioning Households that include an Adult Student; and (iii) Transitioning Households that do not provide the required Household information within 30 days after their interview under Section III.B (Interview Household and Offer Advisory Services) will be the lesser of: (a) the Existing Unit's monthly rent on the DDA Effective Date, plus annual Rent Board Adjustments, then Adjusted for Changes in the Bedroom Count, if applicable, less the Utility Adjustment; or (b) the market rent that would otherwise be charged for the Transition Unit.

F. Lease Terms for Transition Unit; Occupancy Verification

1. Lease Terms. The following will apply to each Transitioning Household accepting a Transition Unit, except for Tax Credit Eligible Households and Households with Section 8 vouchers (whose leases will comply with applicable federal regulations):

a. The Transitioning Household will enter into a lease containing the following key terms: (i) an initial period of 12 months, with automatic renewal on a month-to-month basis; (ii) a limitation on annual rent increases to the Rent Board Adjustment; (iii) a statement that the Transitioning Household may remain in the Transition Unit as long as the Household remains in Good Standing under its lease, and a description of the events that will cause the Household to be in default of its lease; and (iv) a prohibition against subleasing.

b. Each lease for a Transition Unit will require the Transitioning Household to: (i) identify each occupant of the Household by name; (ii) acknowledge that subleasing is not permitted and that subleasing will be a default under the lease; (iii) acknowledge that at least one member of the Transitioning Household must maintain the Transition Unit as his or her primary Dwelling; (iv) cooperate fully with any subsequent occupancy verification; and (v) comply with all other terms of the lease.

2. Right to Verify Occupancy by Transitioning Household. TIDA, or any subsequent owner or property management company for the Transition Unit, will have the right to verify occupancy of the Transition Unit at any time. If a Transitioning Household does not cooperate with an occupancy verification request or any member of the Household is discovered to have provided knowingly false responses: (a) the entire Transitioning Household will lose the right to continue to rent at the Base Monthly Rental Cost; (b) rent will be increased to the then-current market rate; and (c) future rent increases will not be limited to the Rent Board Adjustment. In addition, TIDA, or any subsequent owner or property management company for the Transition Unit will have the right to charge and collect the additional rent it would have charged, had the rents not been reduced under these Transition Rules and Regulations.

3. Termination of Lease for Transition Unit. If the Transition Unit is no longer occupied by any members of the Transitioning Household, the Transitioning Household's lease for the Transition Unit will terminate.

VI. DESCRIPTION OF IN-LIEU PAYMENT OPTION

A. In-Lieu Payment Option

1. Time. A Transitioning Household may elect to receive an In-Lieu Payment in response to a written offer from TIDA. TIDA currently anticipates offering the In-Lieu Payment Option at the following times:

- a. when TIDA delivers a Notice to Move for an Interim Move to a Transitioning Household;
- b. when TIDA delivers a Notice of Early In-Lieu Payment Option, currently anticipated to occur during a specified period between TIDA's approvals of Major Phase 2 and Major Phase 4; and
- c. when TIDA delivers a Notice to Move for a Long-Term Move to a Transitioning Household.

2. Calculation of Payment. The amount of the In-Lieu Payment will be calculated using the schedule for Relocation Payments for No Fault Evictions published and updated annually by the San Francisco Rent Board (as of the date of the calculation, the "**Rent Board Schedule**"). The 2010 In-Lieu Payment Schedule, based on the 2010 Rent Board Schedule, adjusted for up to four adults, is attached as **Appendix 2**. The Transitioning Household's In-Lieu Payment will be the product of the payment per adult tenant in the Rent

Board Schedule times the number of adults in the Transitioning Household, up to a maximum of four, plus any of the following applicable adjustments:

a. if the Transitioning Household includes elderly or disabled Persons, the product of the payment per elderly or disabled Person under the Rent Board Schedule times the number of elderly or disabled persons in the Transitioning Household; and

b. if the Transitioning Household includes any minor children, an additional lump sum equal to the payment for minors under the Rent Board Schedule.

c. In determining the number of adults in a Transitioning Household, Post-DDA Tenants and, Persons in Unlawful Occupancy and other Persons ineligible for Transition Benefits are excluded as Persons in the Transitioning Household.

3. Effect of Election. Transitioning Households that elect to receive the In-Lieu Payment:

a. will no longer be eligible for the Transition Unit Option or the Unit Purchase Assistance Option

b. will not receive moving assistance;

c. will be required to vacate their Existing Units by the date specified in the Notice to Move or Notice of Early In-Lieu Payment Option to receive the In-Lieu Payment; and

d. upon written request to TIDA, will be placed on the Premarketing Notice List if not already listed.

VII. DESCRIPTION OF UNIT PURCHASE ASSISTANCE OPTION

Transitioning Households that elect to receive the Unit Purchase Assistance Option will be entitled to Down Payment Assistance.

A. Down Payment Assistance

1. Amount of Payment. A Transitioning Household electing the Unit Purchase Assistance Option will receive “**Down Payment Assistance**” described in this Section. The amount of Down Payment Assistance will be equal to the amount the Transitioning Household would have received had it chosen an In-Lieu Payment, based on the Rent Board Schedule and the number of eligible members in the Transitioning Household, up to four Persons, when the Household enters into the purchase contract for the new Dwelling on NSTI.

2. Conditions to Payment. A Transitioning Household electing to purchase a new Dwelling on NSTI will receive Down Payment Assistance only if: (a) the Household meets all applicable eligibility criteria to purchase the new Dwelling; (b) its purchase offer for the new

Dwelling is accepted; and (c) the purchase closes escrow. No Household is guaranteed that its offer to purchase a new Dwelling on NSTI will be accepted, and the purchased Dwelling need not be similar in size, bedroom count, and amenities to the Existing Unit previously occupied by the Household.

3. Escrow and Closing. Down Payment Assistance will be paid at closing into escrow. TIDA will verify the Transitioning Household's eligibility for and amount of the Down Payment Assistance to lenders and sellers of Dwellings during escrow upon request. If escrow does not close, the escrow officer will be instructed to return any Down Payment Assistance funds on deposit to TIDA.

4. Termination of Status. A Transitioning Household that elects to receive the Down Payment Assistance and closes its purchase on a new for-sale Dwelling on NSTI:

- a. will no longer be eligible for the Transition Unit Option or the In-Lieu Payment Option
- b. will not receive moving assistance;
- c. will be required to vacate its Existing Unit by the date specified in the Notice to Move; and
- d. will be removed from the Premarketing Notice List.

VIII. ADDITIONAL ASSISTANCE

A. Premarketing Assistance

1. Definitions. The following definitions will apply to the Assistance described in this Section VIII.A (Premarketing Assistance):

a. **"Post-Transition Household"** means a Transitioning Household that previously received an In-Lieu Payment.

b. **"Post-Transition Tenant"** means a Person who was a member of a Transitioning Household that previously received an In-Lieu Payment.

c. **"Premarketing Notice List"** means that email contact list that TIDA will maintain to provide notice of a Premarketing Window.

d. **"Premarketing Window"** means a specific and limited time period of no less than 30 days before the Dwellings in each new for-sale housing development on NSTI are offered for sale to the general public.

e. **"Sunset Date"** means the date that is seven years after the date that a Transitioning Household or a Post-Transition Tenant is placed on the Premarketing Notice List.

2. **Early Notice.** Transitioning Households, Post-Transition Households, and Post-Transition Tenants on the Premarketing Notice List will have the opportunity to make purchase offers on Dwellings in each new for-sale housing development on NSTI during the Premarketing Window.

a. If the purchase offer of a Transitioning Household that is not a Post-Transition Household is accepted: (i) the Transitioning Household also may select the Unit Purchase Assistance Option to receive Down Payment Assistance under **Section VII.A** (Down Payment Assistance); and (ii) TIDA will remove the Transitioning Household from the Premarketing Notice List after close of escrow. Post-Transition Households are not eligible for Down Payment Assistance.

b. If the purchase offer of a Post-Transition Tenant or Post Transition Household is accepted and escrow closes, TIDA will: (i) remove the Post-Transition Tenant or Post Transition Household from the Premarketing Notice List; and (ii) have no further obligation to the Post-Transition Tenant or Post Transition Household under these Transition Housing Rules and Regulations. Post-Transition Tenants are not eligible for Down Payment Assistance.

c. A Transitioning Household whose purchase offer is not accepted may stay on the Premarketing Notice List for subsequent notices of Premarketing Windows until the earliest of: (i) the date escrow closes on a subsequent purchase offer; (ii) the date the Transitioning Household moves into a Transition Unit; or (iii) the Sunset Date.

d. Post-Transition Households and Post-Transition Tenants whose purchase offers are not accepted may stay on the Premarketing Notice List for subsequent notices of Premarketing Windows until the earlier of: (i) the date escrow closes on a subsequent purchase offer; or (ii) the Sunset Date.

3. Notice List.

a. Each Transitioning Household and Post-Transition Household must: (i) provide TIDA with the names of Household members, the designated Household contact's name, and an email address for notices; and (ii) notify TIDA of any changes to Household information to remain on the Premarketing Notice List.

b. Each Post-Transition Tenant must: (i) provide TIDA with an email address for notices; and (ii) notify TIDA of any changes in the email notice address to remain on the Premarketing Notice List.

c. TIDA will have no obligation to: (i) verify that email notices that are sent are actually delivered; or (ii) update contact information of Transitioning Households, Post-Transition Households, or Post-Transition Tenants that do not notify TIDA that their email addresses have changed. TIDA will remove Transitioning Households, Post-Transition Households, and Post-Transition Tenants from the Premarketing Notice List on their respective Sunset Dates if they are then still on the list.

4. Required Acknowledgement. Before TIDA is obligated to add contact information to the Premarketing Notice List, each member of a Transitioning Household, Post Transition Household and Post-Transition Tenants will be required to sign an acknowledgment that neither TIDA nor any for-sale housing developer will be responsible for: (a) ensuring that the contact email address provided is current; (b) any inadvertent omission from the Premarketing Notice List, as long as the housing opportunity is marketed generally in the San Francisco area; or (c) guaranteeing that a Transitioning Household or a Post-Transition Tenant will qualify to purchase a new Dwelling.

5. Developer Notice Requirements. For-sale housing developers will be required to provide TIDA with advance notice of the Premarketing Window for each new for-sale housing development on NSTI, stating: (a) the start and end dates of the Premarketing Window; (ii) for each available Dwelling, the unit address, number of bedrooms, and initial offered price; (iii) the date(s) on which interested Transitioning Households, Post-Transition Households, and Post-Transition Tenants may tour the available Dwellings; and (iv) contact information for an authorized representative of the housing developer who can answer questions about the available Dwelling(s). TIDA will send email notices to all Transitioning Households, Post-Transition Households, and Post-Transition Tenants on the Premarketing Notice List before the Premarketing Window begins.

6. No Preferential Treatment. Transitioning Households, Post-Transition Households, and Post-Transition Tenants on the Premarketing Notice List will be offered the same purchase terms for the for-sale units as those offered to the general public.

a. Inclusionary units will be offered at a specified below-market-rate price to Transitioning Households, Post-Transition Households, and Post-Transition Tenants that meet all qualifying income and occupancy criteria for that Dwelling.

b. The purchase price of all other for-sale Dwellings will be the market-rate price.

c. Transitioning Households, Post-Transition Households, and Post-Transition Tenants will be required to qualify to purchase any Dwellings offered for sale during the Premarketing Window in the same manner as other members of the general public.

d. The Premarketing Window does not guarantee that a Transitioning Household, Post-Transition Household, or Post-Transition Tenant will qualify for the purchase or that its purchase offer will be accepted.

B. Moving Assistance

1. Covered Moving Expenses. All Transitioning Households that make Interim Moves and that select the Transition Unit Option for a Long-Term Move will receive either Actual Reasonable Moving Expenses or a Moving Expense Allowance. Actual Reasonable Moving Expenses will include:

a. transportation of persons and property upon NSTI;

- b. packing, crating, unpacking, and uncrating Personal Property;
- c. insurance covering Personal Property while in transit;
- d. connection charges imposed by public utilities for starting utility service;
- e. the reasonable replacement value of Personal Property lost, stolen, or damaged (unless caused by the Transitioning Household or its agent) in the process of moving, where insurance covering such loss, theft, or damage is not reasonably available; and
- f. the removal of barriers to the disabled and installations in and modifications to a disabled Person's new Dwelling as needed to accommodate special needs.

2. Allowance Alternative. A Transitioning Household electing a self-move for an Interim Move or a Long-Term Move into a Transition Unit will be paid according to the Moving Allowance Schedule in **Appendix 3** promptly after filing a claim form provided by TIDA and vacating the Existing Unit, unless the Household seeks and is granted an advance payment to avoid hardship.

3. Advance Payment to Avoid Hardship. A Transitioning Household may be paid for anticipated moving expenses in advance of the actual move. TIDA will make an advance payment whenever the Household files a claim form provided by TIDA supported by documents and other evidence that later payment would result in financial hardship. Particular consideration will be given to the financial limitations and difficulties experienced by low and moderate income residents.

4. Moving Expense Claims. A claim for payment of Actual Reasonable Moving Expenses must be supported by a bill or other evidence of expenses incurred.

a. Each claim greater than \$1,000 for the moving costs incurred by a Transitioning Household hiring a moving company must be supported by at least 2 competitive bids. If TIDA determines that compliance with the bid requirement is impractical, or if the claimant obtains estimates of less \$1,000, a claim may be supported by estimates instead. TIDA may make payment directly to the moving company.

b. A Transitioning Household's Actual Reasonable Moving Expenses will be exempt from regulation by the State Public Utilities Commission. TIDA may effect the moves by directly soliciting competitive bids from qualified bidders for performance of the work. Bids submitted in response to such solicitations will be exempt from regulation by the State Public Utilities Commission.

C. Assistance to Force Majeure Households.

In the event a Force Majeure Household is required by TIDA or any other agency to move from an Existing Unit off of NSTI as a result of a natural disaster or other condition that makes the Existing Unit uninhabitable prior to the Household receiving a First Notice to Move ("Force

Majeure Household"), the Force Majeure Household shall remain eligible for all Transition Benefits it would otherwise have been eligible for upon receipt of a First Notice to Move. The Force Majeure Household will not be eligible for Transition Benefits until such time as the First Notice to Move would have been given for the Existing Unit as determined by the implementation of the Development Plan for the area of NSTI where the Existing Unit was located. Any In-Lieu Payment Option or Down Payment Assistance will be reduced by any amounts paid to the Force Majeure Household by TIDA or any other public agency at the time the Force Majeure Household moved out of the Existing Unit, including any payments for moving expenses or replacement housing payments.

IX. IMPLEMENTATION OF TRANSITION HOUSING RULES AND REGULATIONS

A. Administration

1. Information Program. TIDA will maintain an information program using meetings, newsletters, and other mechanisms, including local media, to keep Villages residents informed on a continuing basis about: (a) TIDA's transition housing program and other information about the redevelopment process; (b) the timing and scope of any anticipated Interim Moves; (c) the timing and scope of anticipated Long-Term Moves, (c) procedures for implementing and making claims under these Transition Rules and Regulations; and (d) other information relevant to these Transition Rules and Regulations.

2. Nondiscrimination. TIDA will administer these Transition Housing Rules and Regulations in a manner that will not result in different or separate treatment on account of race, color, religion, national origin, sex, sexual orientation, marital status, familial status, or any basis protected by local, state, or federal nondiscrimination laws.

3. Site Office. TIDA may establish a site office that is accessible to all Households to provide advisory assistance described in **Section III.B** (Interview Households and Offer Advisory Services). If TIDA establishes a site office, it will be staffed with trained and experienced personnel, who may be third-party housing specialists.

4. Amendments. These Transition Rules and Regulations may be amended by TIDA from time to time by a resolution of the TIDA Board adopting an amendment at a duly noticed public meeting.

B. Household Records

1. Contents. TIDA will maintain records for each Household containing information obtained during interviews, documents submitted by residents, and existing files of its property manager. The records will contain a description of the pertinent characteristics of the Persons in the Household, the assistance determined to be necessary, and the Household's decisions on Transition Benefits. Members of a Transitioning Household will have the right to inspect their own Transitioning Household records to the extent and in the manner provided by law.

2. Confidentiality. Household income information is confidential and will only be used for its intended purpose. Confidential information will not be disclosed to third parties outside of the Household unless all members of the Household provide their written consent to disclosure or a valid court order requires disclosure.

3. Publication of Aggregate Resident Data. TIDA will have the right to publish aggregate data about the resident population on NSTI, including information that is segmented according to aggregate Villages resident data and aggregate TIHDI resident data.

X. CLAIM AND PAYMENT PROCEDURES; TERMINATION OF TRANSITION HOUSING ASSISTANCE

A. Filing Claims; Tax Forms

1. Written Claims Required. TIDA will provide claim forms for payment under these Transition Rules and Regulations. All claims for In-Lieu Payments and Down Payment Assistance must be submitted to TIDA with the Household's notice of election of that specific Transition Benefit. All claims for moving expense payments must be submitted to TIDA within six months after the date on which the claimant makes an Interim Move or moves into a Transition Unit.

2. Tax Forms. TIDA: (a) makes no representations about the tax treatment of any payments or benefits of monetary value any Person receives under these Transition Housing Rules and Regulations; (b) will require all Persons who receive an In-Lieu Payment, Down Payment Assistance, moving assistance, or any other payment under these Transition Housing Rules and Regulations to provide TIDA with valid Social Security numbers for all recipients; and (c) will file W-9 forms for all payments and benefits of monetary value made or provided to any Person under these Transition Housing Rules and Regulations.

B. Treatment of Dependents

1. Allocation of Transition Benefits. The following will apply to any Person who derives 51% or more of his or her income from one or more Persons within the same Transitioning Household in an Existing Unit (the "Supporting Household") or otherwise meets his or her living expenses primarily through the monetary support of the Supporting Household (a "Dependent").

a. A Dependent who lives with the Transitioning Household will not be entitled to any Transition Benefit except as a part of the Household, and will be counted as a member of the Transitioning Household for determining Household size.

b. If the Dependent's primary Dwelling, as determined by voter registration, driver's license, or other forms of verification, is different from that of the Supporting Household when the Supporting Household selects and receives a Transition Benefit, the Dependent will not be counted as part of the Transitioning Household when determining: (i) the size of a Transition Unit; (ii) the amount of an In-Lieu Payment; or (iii) the amount of Down Payment Assistance.

2. Documentation of Dependent Status. Any Transitioning Household claiming a Dependent must provide third-party documentation that it is a Supporting Household. TIDA will have the right to require that the Supporting Household and Dependent, if applicable, provide copies of tax returns filed for tax years preceding the claim.

C. Adjustments for Multiple Claims; Nontransferability

1. Multiple Claimants. The amount of an In-Lieu Payment, Down Payment Assistance, or Moving Expense Allowance will be determined based on the total number of eligible members in the Transitioning Household. All adult members of a Household must sign the claim form and any other required documents as a condition to TIDA's obligation to pay Transition Benefits and moving assistance.

2. Multiple Claims. A single claim form for each payment claim by a Transitioning Household is preferred, but not required. Unless otherwise specified in a claim form, TIDA will issue separate checks to each adult in the Transitioning Household in equal shares, adjusted for Dependents and elderly or disabled members of the Household. If two or more eligible Persons in a single Transitioning Household submit more than one claim for any payment under these Transition Rules and Regulations, which in the aggregate exceed the payment limits to be made to the entire Transitioning Household, TIDA will pay each eligible claimant an equal share of the payment, up to the aggregate amount of the payment limits. As provided in Section VII.A (Down Payment Assistance), Transitioning Households that choose Down Payment Assistance will not receive direct payment; TIDA will deposit the entire amount of any Down Payment Assistance directly into escrow.

3. Nontransferability. The right to Transition Benefits and other assistance under these Transition Housing Rules and Regulations is personal to each member of a Transitioning Household and is not a property right. Therefore, a Transitioning Household's member's right to Transition Benefits and other assistance cannot be transferred by contract, inheritance, or any other means.

D. Termination of TIDA's Obligations

1. Termination of Right to Transition Benefits. TIDA's obligation to provide Transition Benefits to a Transitioning Household under these Transition Housing Rules and Regulations will terminate under the following circumstances:

a. The Transitioning Household moves off NSTI before receiving a Long-Term Notice to Move or a Notice of Early In-Lieu Payment Option.

b. The Transitioning Household moves to a Transition Unit and receives all moving assistance to which it is entitled.

c. The Transitioning Household moves off-NSTI after receiving a Notice to Move or a Notice of Early In-Lieu Payment Option and receives an In-Lieu Payment.

d. The Transitioning Household moves from an Existing Unit to a new for-sale Dwelling on NSTI and receives Down Payment Assistance.

e. The Transitioning Household refuses reasonable offers of assistance, payments, and a Transition Unit after receiving a Notice to Move.

f. TIDA determines a Household is not or has ceased to be a Transitioning Household or is otherwise not entitled to Transition Benefits.

2. Acknowledgement of Change in Status upon Receipt of Benefits. Each member of a Transitioning Household that receives Transition Benefits will be required to acknowledge in writing that he or she has received or is about to receive the Transition Benefits, and, upon receipt, the Household will cease to be a Transitioning Household entitled to any Transition Benefits, other assistance, and advisory services under these Transition Housing Rules and Regulations.

3. Records as Evidence. TIDA will be entitled to rely on and use its written offers of Transition Benefits to a Transitioning Household that refuses them, and all other information in the Transitioning Household's records, as evidence in any grievance proceeding or lawsuit.

4. Notice of Status. Except for a change in status after the Transitioning Household receives a Transition Benefit, TIDA will provide written notice of any determination that a Household is not or has ceased to be a Transitioning Household or is otherwise not entitled to Transition Benefits, delivered to the Transitioning Household's last known address.

5. Termination of Other Assistance. TIDA's obligations to provide moving assistance and to provide notices of Premarketing Windows will terminate as provided in **Article VIII (Other Assistance)**.

XI. GRIEVANCE PROCEDURES

A. Administrative Remedies

1. Right to Appeal and Be Represented by Counsel. Any member of a Household, and any Household, that disagrees with a TIDA determination regarding eligibility for Transition Benefits, the proposed amount of payment, or the adequacy of the Transition Unit to which the Transitioning Household was referred may appeal the determination, but the Person or Household (individually, or as a Household, the "Grievant") must exhaust the prescribed administrative remedies before seeking judicial review. The Grievant will be entitled to be represented by an attorney at his or her, or the Household's, own expense at all stages of review under these Transition Housing Rules and Regulations.

2. Executive Director Review. The first step in administrative remedies available to a Grievant is the right to an appeal to the Executive Director of TIDA, as follows:

a. The Grievant must make a written request for review by the Executive Director no later than 12 months after the Grievant receives either a Long Term Notice to Move or an Interim Notice to Move. The Grievant's written request must state the basis for the claim and the relief sought.

b. The Grievant will be entitled to meet with the Executive Director and to present additional evidence and information that the Grievant has not presented previously through the interview process.

c. The Executive Director will make a determination based on the information the Grievant has provided to TIDA through the interview processes as well as any additional information presented by the Grievant.

d. The Executive Director must make a final determination in writing, stating the reasons for the determination within six weeks after conferring with the Grievant.

3. Hearing Before Relocation Appeals Board. If the Grievant is not satisfied with the Executive Director's determination, the second step in the administrative remedies available to a Grievant is an appeal to the Treasure Island Relocation Appeals Board (the "RAB"), which will be determined according to the procedures below.

a. No later than 30 days after the TIDA Executive Director delivers his or her written determination under Section XI.A.2 (Executive Director Review) to the Grievant, the Grievant must submit a written appeal to the RAB, with a copy to TIDA, stating the basis for his or her claim and the relief sought by the Grievant. If the Grievant wishes to submit information in addition to that previously provided to TIDA, the additional information must be submitted with the written appeal, and TIDA will have 30 days to provide a response to any new material.

b. The RAB will review and reconsider the Grievant's claim in light of: (i) all material upon which the Executive Director based his or her original determination, including these Transition Housing Rules and Regulations; (ii) the Grievant's written request for an appeal; (iii) any additional written or relevant documentary material submitted by the Grievant; (iv) any material submitted by TIDA in response to new information submitted by the Grievant with the appeal; and (v) any further information that the RAB, in its discretion, obtains by request to ensure fair and full review of the claim.

c. The RAB may choose to hold a hearing, and must hold a hearing if requested by the Grievant. All RAB hearings will be public meetings subject to state and local public meeting laws. The RAB's review will be limited to whether the Grievant is entitled to the claimed relief under these Transition Housing Rules and Regulations. Its determination must be based on the information presented during the appeal and these Transition Rules and Regulations. All members of the RAB shall be required to disclose in a public meeting any communications and contacts such member has had with the Grievant outside of the hearing. The RAB will not be authorized to make any monetary award (including attorneys' fees and costs of appeal) other than a payment authorized under these Transition Rules and Regulations.

d. The RAB must issue a written determination to the Grievant and TIDA no later than six weeks from receipt of the last material submitted by any party or the date of the hearing, whichever is later, stating: (i) the RAB's decision; (ii) the basis upon which the decision rests, including any pertinent explanation or rationale; and (iii) a statement that the Grievant may appeal the decision in accordance with the procedure set forth below.

e. The RAB may reject an appeal for untimeliness by a written statement to the Grievant.

4. Administrative Law Judge Review. The final step in administrative remedies available to a Grievant is an appeal to an administrative law judge ("ALJ") on the Rent Board staff who is assigned to hear appeals under these Transition Rules and Regulations, as follows:

a. No later than 30 days after the RAB delivers its written determination under Section XI.A.3 (Hearing Before Relocation Appeals Board) to the Grievant, the Grievant must submit a written appeal to the ALJ, and deliver a copy of the appeal to TIDA at the same time, stating the basis for the claim and the relief sought.

b. TIDA will have 15 days after a signed appeal is filed with the ALJ to provide the ALJ with copies of information related to the Grievant's case, including all additional evidence or information submitted by the Grievant to the RAB and TIDA's records related to the Grievant.

c. The assigned ALJ may attempt to resolve the dispute without a hearing, but is not required to do so.

d. The ALJ will conduct a hearing unless the dispute has been resolved before the hearing date.

e. The ALJ must make a final determination in writing, stating the reasons for the determination, and deliver the determination to the Grievant, with a copy to TIDA at the same time. The ALJ determination must include a statement that the Grievant has exhausted administrative remedies under these Transition Rules and Regulations.

5. Right to Judicial Review. The Grievant may seek judicial review after the administrative remedies described above have been exhausted.

XII. PROPERTY MANAGEMENT PRACTICES

A. Eviction

1. Grounds for Eviction. In addition to all other grounds under the Residential Leases and California law, TIDA may initiate eviction proceedings to remove a Household from its Existing Unit:

a. after the date specified in a Notice to Move for an Interim Move or for a Long-Term Move has passed, and: (i) the Household is a Transitioning Household that has

refused TIDA's offers of a Transition Benefit, including the right to relocate to a Transition Unit; or (ii) the Household is a Transitioning Household that has not vacated its Existing Unit after selecting and receiving a Transition Benefit; or (iii) the Household is a Post-DDA Household and has failed to vacate the Existing Unit after receipt of a Notice of Move.

b. after TIDA issues a notice to move due to: (i) a major disaster as defined in § 102(2) of the federal Disaster Relief Act of 1974; (ii) a state of emergency declared by the President of the United States or the Governor of the State of California; or (iii) any other emergency, or other condition, as determined by a Federal, State or Local governmental entity or department with jurisdiction over the premises, that requires the Household to move immediately from the Existing Unit because continued occupancy of the Existing Unit by the Household constitutes a substantial, or potential, danger to the health or safety, or both, of the Household, or the Existing Unit has become uninhabitable.

B. Post-DDA Tenants

1. Notice of Status. Before prospective Post-DDA Tenants move into any Existing Unit, TIDA will inform them:

a. that the Existing Unit will be available only for an interim period pending redevelopment of NSTI;

b. of the projected date that the Existing Unit is expected to be vacated and demolished for development, if known;

c. that, along with all other Villages residents, all Post-DDA Tenants will receive periodic notices from TIDA with updates about the progress of the project;

d. that TIDA will provide 90 days' notice of the date by which they must vacate their Existing Unit; and

e. that no Post-DDA Tenant is eligible for Transition Benefits under these Transition Rules and Regulations or relocation benefits under applicable relocation laws.

2. Advisory Services. Post-DDA Tenants are not eligible for Transition Benefits under these Transition Housing Rules and Regulations, unless an exception under **Section II.A.1** (Defined Terms for Determining Eligibility) applies, but are eligible for advisory services under **Section III.B** (Interview Households and Offer Advisory Services).

XIII. INTERPRETATION

A. Rules of Interpretation and Severability

1. The captions preceding the articles and sections of these Transition Housing Rules and Regulations and in the table of contents have been inserted for convenience of reference only and must be disregarded in interpreting these Transition Housing Rules and Regulations. Wherever reference is made to any provision, term, or matter in these Transition

Housing Rules and Regulations, the term “in these Transition Housing Rules and Regulations “ or “hereof” or words of similar import, the reference will be deemed to refer to any reasonably related provisions of these Transition Housing Rules and Regulations in the context of the reference, unless the reference refers solely to a specific numbered or lettered section, subdivision, or paragraph of these Transition Housing Rules and Regulations.

2. References to all laws, including specific statutes, relating to the rights and obligations of any person or entity mean the laws in effect on the effective date of these Transition Housing Rules and Regulations and as they are amended, replaced, supplemented, clarified, or superseded at any time while any obligations under these Transition Housing Rules and Regulations are outstanding, whether or not foreseen or contemplated.

3. The terms “include,” “included,” “including,” and “such as” or words of similar import when following any general term, statement, or matter may not be construed to limit the term, statement, or matter to the specific items or matters, whether or not language of non-limitation is used, but will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of the term, statement, or matter, and will be deemed to be followed by the phrase “without limitation” or “but not limited to.”

4. Whenever required by the context, the singular includes the plural and vice versa, the masculine gender includes the feminine or neuter genders and vice versa, and defined terms encompass all correlating forms of the terms (e.g., the definition of “waive” applies to “waiver,” waived,” waiving”).

5. The provisions of these Transition Housing Rules and Regulations are severable, and if any provision or its application to any person or circumstances is held invalid by a final order or judgment of a court with valid jurisdiction over the matter, the invalid provision will not affect the other provisions or the application of those Transition Housing Rules and Regulations that can be given effect without the invalid provision or application.

APPENDIX 1

Sample of Tenant Income Certification Form (as published by the California Tax Credit Allocation Committee)

APPENDIX 2

2011 In-Lieu Payment Schedule

Based on the 2010 San Francisco Rent Board Relocation Payments for No Fault Evictions
(Adjusted for maximum of four adults)

Date of Second Notice to Move	In-Lieu Payment Amount Due Per Tenant	Maximum In-Lieu Payment Amount Due Per Unit <i>(Maximum of 4 Adults)</i>	PLUS Additional Amount Due for Each Elderly (60 years or older) or Disabled Tenant or Household with Minor Child(ren)
3/01/11 – 2/29/12	\$5,101.00	\$20,404.00	\$3,401.00

APPENDIX 3

Sample Moving Expense Allowance Schedule
(as published by the California Department of Transportation)

Fixed Moving Schedule CALIFORNIA (Effective 2008)	
Occupant Owns Furniture:	
1 room	\$625
2 rooms	\$800
3 rooms	\$1,000
4 rooms	\$1,175
5 rooms	\$1,425
6 rooms	\$1,650
7 rooms	\$1,900
8 rooms	\$2,150
Each additional room	\$225
Occupant does NOT Own Furniture:	
1 room	\$400
Each additional room	\$65

APPENDIX 4

Definitions

The following terms used in these Transition Rules and Regulations are defined as follows:

“Actual Reasonable Moving Expenses” is defined in Section VIII.E (Moving Assistance).

“Adjusted for Changes in Bedroom Count” is defined in Section V.E.1 (Adjustment for Changes in Bedroom Count).

“adult” means a Person 18 years old or older.

“Adult Student” means an adult who, during the previous 12 months, was enrolled in two or more courses concurrently at an accredited educational institution, unless the Person is: (1) receiving assistance under Title IV of the Social Security Act; (2) enrolled in a job-training program; or (3) in a Transitioning Household composed entirely of full-time Adult Students who are single parents and are not listed as Dependents on someone else’s tax return or who are married and file a joint return.

“ALJ” is defined in Section XI.A.4 (Administrative Law Judge Review).

“Average Monthly Income” when used in determining Base Monthly Rental Cost, means the Transitioning Household’s Household Income divided by 12.

“Base Monthly Rental Cost” means the amount that a Transitioning Household will pay as its initial rent for a Transition Unit, calculated as explained in Section V.E (Calculation of Base Monthly Rental Cost).

“Base Redevelopment Act” is defined in Section I.A (Background).

“BRAC” is defined in Section I.A (Background).

“CEQA” is defined in Section I.A (Background).

“City” means the City and County of San Francisco, a municipal corporation organized and existing under the laws of the State of California, or, as the context requires, the area within the City’s jurisdictional boundaries.

“DDA” is defined in Section I.A (Background).

“DDA Effective Date” is defined in Section I.E (Effective Date).

“Decent, Safe, and Sanitary Housing” means a Dwelling that meets the minimum requirements specified in Section V.B (Standards Applicable to Transition Units).

“Dependent” is defined in Section X.B.1 (Treatment of Dependents).

“Development Plan” is defined in **Section I.A** (Background).

“Down Payment Assistance” means the Transition Benefit offered as part of the Unit Purchase Assistance Option, described in **Section VII.A** (Down Payment Assistance).

“Dwelling” means the primary Dwelling of a Household, including a single-family residence, a single-family residence in a two-family building, multi-family or multi-purpose building, or any other residence that either is considered to be real property under state law or cannot be moved without substantial damage or unreasonable cost.

“elderly” means a Person who is 60 years of age or older.

“Existing Unit” is defined in **Section II.A.1** (Defined Terms for Determining Eligibility).

“First Notice to Move” means a written notice to a Household, as described in **Section III.A** (First Notice to Move).

“Good Standing” is defined in **Section II.A.1** (Defined Terms for Determining Eligibility).

“Grievant” is defined in **Section XI.A** (Right to Appeal and Be Represented by Counsel).

“Household” is defined in **Section II.A.1** (Determination of Household Eligibility for Transition Benefits).

“Household Income” means the total annual income of a Household including the total annual income of all adults, determined according to the then-current Tenant Income Certification Form published by the Tax Credit Allocation Committee.

“Households with Section 8 Vouchers” means Transitioning Households that meet all of the criteria for occupying a Dwelling under Section 8 regulations and has been allocated a Section 8 Voucher..

“HUD” means the United States Department of Housing and Urban Development or any successor federal agency.

“In-Lieu Payment” means the Transition Benefit offered to Transitioning Households in the In-Lieu Payment Option, described in **Section VI.A** (In-Lieu Payment Option).

“In-Lieu Payment Option” means the Transition Benefit offered to Transitioning Households described in **Article VI** (Description of In-Lieu Payment Option).

“Interim Move” is defined in **Section I.D** (Overview and Program Framework).

“Long-Term Move” is defined in **Section I.D** (Overview and Program Framework).

“Low Income Household” means a Transitioning Household: (1) whose income does not exceed the qualifying limits for lower income Households as determined in accordance with Health and Safety Code Section 50079.5; and (2) that does not contain any Adult Students.

“minor” means a member of a Household who is under 18 years of age, excluding foster children, the head of Household, and a spouse of a member of the Household.

“Moderate Income Household” means a Household: (1) whose income exceeds the maximum income limitations for a Low Income Household, but does not exceed 120% of area median income as determined in accordance with Health and Safety Code Section 50093; and (2) that does not contain any Adult Students.

“Move Date” is defined in Section III.C.1 (Second Notice to Move).

“Moving Expense Allowance” is defined in Section III.E (Complete the Move).

“Notice of Early In-Lieu Payment Option” is defined in Section III.F (Early Transition Benefits).

“Notice to Move” means a First Notice to Move or a Second Notice to Move, as appropriate in the context.

“NSTI” is defined in Section I.A (Background).

“Person” means an individual.

“Personal Property” means tangible property that is situated on real property vacated or to be vacated by a Transitioning Household and that is considered personal property under the state law, including fixtures, equipment, and other property that may be characterized as real property under state or local law, but that the tenant may lawfully and at his or her election may move.

“Post-DDA Tenant” is defined in Section II.A1 (Determination of Household Eligibility for Transition Benefits).

“Post-Transition Household” is defined in Section VIII.A (Premarketing Assistance).

“Post-Transition Tenant” is defined in Section VIII.A (Premarketing Assistance).

“Premarketing Notice List” is defined in Section VIII.A (Premarketing Assistance).

“Premarketing Window” is defined in Section VIII.A (Premarketing Assistance).

“RAB” is defined in Section XI.A.3 (Hearing before Relocation Appeals Board).

“Rent Board Adjustment” means the annual rent increases allowed by the San Francisco Residential Rent Stabilization and Arbitration Board under Chapter 37 of the Administrative Code.

“Rent Board Schedule” is defined in Section VI.A.2 (Calculation of Payment).

“Residential Lease” is defined in Section II.A.1 (Defined Terms for Determining Eligibility).

“Second Notice to Move” means a written notice to a Household, as described in Section III.C (Second Notice to Move).

“Section 8” means Section 8 of the United States Housing Act of 1937.

“Sunset Date” is defined in Section VIII.A (Premarketing Assistance).

“Supporting Household” is defined in Section X.B.1 (Treatment of Dependents).

“Tax Credit Eligible Household” means a Transitioning Household that meets all of the criteria for occupying a Dwelling subject to a low income housing tax credit regulatory agreement, including maximum income limitations (generally not exceeding 60% of area median income).

“Tenant” means a Person who rents or is otherwise in lawful possession of a Dwelling, including a sleeping room, that is owned by another Person.

“Term Sheet Resolution” is defined in Section I.A (Background).

“The Villages” is defined in Section I.A (Background).

“TICD” is defined in Section I.A (Background).

“TIDA” is defined in Section I.A (Background).

“TIDA Board” is defined in Section I.A (Background).

“TIHDI” is defined in Section I.A (Background).

“Transition Benefits” is defined in Section I.B (Purpose).

“Transition Housing Rules and Regulations” is defined in Section I.A (Background).

“Transition Unit” is a newly-constructed Dwelling on Treasure Island that meets the standards of Section V.B (Standards Applicable to Transition Units).

“Transition Unit Option” means the benefit offered to Transitioning Households described in Article V (Description of Transition Unit Option).

“Transitioning Household” is defined in **Section II.A.** (Determination of Household Eligibility for Transition Benefits).

“Unit Purchase Assistance Option” means the Transition Benefit offered to Transitioning Households, described in **Article VII** (Description of Unit Purchase Assistance Option).

“Unlawful Occupancy” is defined in **Section II.A.1** (Determination of Household Eligibility for Transition Benefits).

“Utility Adjustment” means the amount by which rent for a Transition Unit will be adjusted downward to reflect any utilities that are not included in the rent of the Transition Unit, if the same utilities were included in the rent of the Existing Unit. The downward rent adjustment will be calculated according to the Utility Allowance Schedule.

“Utility Allowance Schedule” means the schedule published by the San Francisco Housing Authority to determine allowances for tenant-furnished utilities for Dwelling Units in the City. If the San Francisco Housing Authority publishes a Utility Allowance Schedule that includes allowances for energy efficient appliances or Dwelling Units, the energy efficient schedule will be used for the Utility Adjustment. For these Transition Housing Rules and Regulations, only allowances specifically allocated to electricity, natural gas, trash, water, and sewer, if applicable, will be considered.

EXHIBIT B

Sample Selection Package Mailer

Address: San Francisco, CA 94130
Current Rent: \$
Priority Ranking:
Unit Type Designation:

Leaseholders: Status:
 DDA
 DDA
 DDA
 DDA
 DDA

DDA Lessee are those leaseholders who became effective before July 14th, 2011, Post-DDA are after.

1/2/2014

Dear Treasure and Yerba Buena Island Household:

This packet is the Treasure and Yerba Buena Island unit selection program. Included you will find several documents that are important to your household's selection of a unit on Treasure Island. Si necesita este documento traducidos al español o necesita un traductor en la reunión comunitaria el 7 y 11 de enero o contacta TIDA@sfgov.org. Enclosed are:

2014 Transitioning Household Informational Brochure – This brochure provides specific details related to the upcoming moves of Treasure and Yerba Buena Island households.

Agenda – On Tuesday, January 7th at 7:00 pm and Saturday, January 11th at 10:00 am there will be a community meeting for affected households at the Casa De La Vista to review this unit selection program.

Treasure and Yerba Buena Island Unit Selection Matrix - This chart details households and identifies units on Treasure Island the household may select.

Treasure Island Units – This colorized list details the specific attributes of the Treasure Island units and categorizes them based on color.

Available Units Map – This colorized map provides the location of each available unit.

Unit Selection Ballot – This list includes your household's Priority Ranking Number that determines the order in which units are assigned. This list is to be completed by the household and submitted to the Villages at Treasure Island for unit assignment. This list is to be submitted to the Villages no later than Friday January 31st, 2014 at 12:00 noon.

Eligible Participants

This letter is addressed to leaseholders of record only and designates them as Pre DDA or Post DDA.

Seniority

Units will be awarded to households by seniority with reasonable accommodations being considered, if disabilities are an issue. For those individuals with disabilities requiring accommodation please check the "Reasonable Accommodation" box on the Unit Selection Ballot and submit supporting documentation with your Ballot submittal.

Community Meeting

On Tuesday, January 7th at 7:00 pm and Saturday, January 11th at 10:00 am, in the Casa De La Vista there will be a presentation by The Treasure Island Development Authority and The Villages at Treasure Island to discuss and provide details of the unit selection process. Please refer to the enclosed agenda for meeting details.

Unit Viewing Opportunities

The units available for selection will be available for viewing as follows:

Thursday, January 16th	11:00 am - 4:00 pm
Friday, January 17th	11:00 am - 4:00 pm
Saturday, January 18th	11:00 am - 4:00 pm
Sunday, January 19th	11:00 am - 4:00 pm
Monday, January 20th	11:00 am - 4:00 pm
Saturday, January 25th	11:00 am - 4:00 pm
Sunday, January 26th	11:00 am - 4:00 pm

The addresses of 1431-F, 1307-C, 1143-D and 1241- C will be staffed by a host who is available to answer questions.

Unit Selection Ballot

Once you have reviewed the enclosed information that determines the units from which your household may choose and have viewed the available units, your household will complete and submit to the Villages at Treasure Island office the Unit Selection Ballot.

The deadline to complete and submit your household's Unit Selection Ballot is **Friday, January 31, 2014 at 12:00 noon.**

We have designed the unit selection process to be as simple and intuitive as possible. Please make plans to attend one of the meetings on January 7th or January 11th where the complete process will be presented and questions answered.

Should you have any questions, you may contact me as I am happy to provide additional details. You may also contact Bob Beck of TIDA at bob.beck@sfgov.org.

We look forward to working with you as we take these important steps.
Sincerely,

Dan Stone
Property Manager
The Villages at Treasure Island

Cc: Mirian Saez, Director of Island Operations, TIDA
Bob Beck, Director, TIDA
Linda Richardson, TIDA Board President

The Villages at Treasure Island
Transitioning Household Selection Program
Informational Presentation

Agenda

Tuesday, January 7th, 2014 at 7:00 pm – 9:00 pm
&
Saturday, January 11th, 2014 at 10:00 am – 12:00 pm

Location: Casa De La Vista, 191 Ave of the Palms, San Francisco, CA 94130

Bob Beck, Director, Treasure Island Development Authority
Dan Stone, Property Manager, Villages at Treasure Island
Nicholas Dewar, Moderator
David Richman, Consultant

1. Introductions, Ground Rules and Agenda
2. Navy Removal Action Update & Timeline
3. Relocation Process / Selection Review
 - a. 2014 Transitioning Household Informational Brochure
 - b. Unit Type and Priority Ranking
 - c. Unit Selection Matrix
 - d. Unit list and Map
 - e. Viewing of Units
 - f. Unit Selection Ballot
 - g. Moving Process
4. Questions and Answers
5. Next Steps
6. Adjournment

2014 TRANSITIONING HOUSEHOLD INFORMATIONAL BROCHURE

GENERAL INFORMATION

As you are aware, the Navy is continuing with its remediation of Treasure Island and the Treasure Island Development Authority ("TIDA") is proceeding with the redevelopment of Yerba Buena and Treasure Islands. As the work proceeds, it will be necessary for you to move from your dwelling. You will receive a minimum of a 90 Day Notice to Vacate of the date by which you must move. That notice will be issued in January 2014, at the earliest, for residents on Treasure Island and no sooner than the Fall of 2014 for residents of Yerba Buena Island.

Please read this information, as it will be helpful to you in determining your options and the amount of your relocation benefits for this relocation. We suggest you save this informational statement for reference. TIDA is following the Transition Housing Rules and Regulations ("THRRs") for qualifying households established prior to July 14, 2011 ("Pre-DDA Households"). Households established after July 14, 2011 ("Post-DDA Households") are being offered moving assistance as described on page 4 and 5 of this brochure, but are otherwise ineligible for the benefits described in the THRRs.

TIDA has retained the services of Paragon Partners, a qualified professional relocation firm, to assist you. The firm is available to further explain the program and benefits and to answer any questions you may have. Their address and telephone number is:

Paragon Partners
373 4th Street, Suite 2A
Oakland, California 94607
Telephone: 866.934.9997

Si necesita esta información en Español, por favor llame Jessica Garliepp a 866.934.9997. Paragon Partners has Spanish speaking representatives available.

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in moving to a new home. If you have any questions at any time during the process, please do not hesitate to contact your relocation representative.

PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING. This is a general informational brochure only and is not intended to give a detailed description of the Transition Housing Rules and Regulations.

Each eligible Pre-DDA Transitioning Household is entitled to a choice of benefits, either an Interim Move to an alternative residence on Treasure Island, or an In-Lieu payment.

INTERIM MOVE

If a Transitioning Pre-DDA Household chooses to move to an existing unit on Treasure Island, the Household is entitled to an available unit of comparable size and bedroom count. For units with the same or greater number of bedrooms, rent will be lesser of the current rent paid by the Household or the market rate for the relocation unit. For any Household that elects to "downsize" (i.e., select a unit with fewer bedrooms), their new rent will be lesser of their current rent, reduced by 10% for each

reduction in bedroom count, or the market rate for the relocation unit. The Household will also be eligible for moving benefits, as described below.

IN-LIEU PAYMENT

A Pre-DDA Transitioning Household may choose an In-Lieu Payment and move off of Yerba Buena and Treasure Islands. The payment is based on San Francisco Rent Board schedule, per the following table. For those that elect to take it, the In-Lieu Payment includes all moving assistance, and except for the Pre-Marketing List, satisfies all requirements and benefits due to the household as set forth in the THRRs.

In-Lieu Payment Amount Due Per Tenant	Maximum In-Lieu Payment Amount Due Per Unit (Maximum of 4 Adults)	PLUS Additional Amount Due for Each Elderly (60 years or older) or Disabled Tenant or Household with Minor Child(ren)
\$5,210.91	\$20,843.64	\$3,473.93

Valid through 2/28/14

MOVING BENEFITS

A Pre-DDA Transitioning Household moving to a new existing unit on Treasure Island is eligible to receive a payment to assist in moving your personal property. There are two types of moving payments: (A) a fixed moving payment; or (B) the actual moving expense. The Household has the option of selecting either one of the following types of moving payments:

A. Fixed Moving Payment

You may elect a Fixed Moving Payment based on the number of rooms you occupy and whether or not you own your own furniture. The typical payments for a 2, 3, or 4 bedroom unit in which the tenant owns the furniture are:

- 2 bedroom - \$1,295
- 3 bedroom - \$1,570
- 4 bedroom - \$1,815

Your relocation representative will confirm the amount you are eligible to receive if you choose this type of payment.

If you select a fixed payment, you will be responsible for arranging for your own move and the TIDA will assume no liability for any loss or damage of your personal property or utility connections.

FIXED MOVING SCHEDULE - CALIFORNIA (effective 2012)

Occupant owns furniture
Excludes bathrooms, Closets and Hallways

1 room	\$685.00
2 rooms	\$880.00
3 rooms	\$1,100.00
4 rooms	\$1,295.00
5 rooms	\$1,570.00
6 rooms	\$1,815.00
7 rooms	\$2,090.00
8 rooms	\$2,365.00
each additional room	\$250.00

Occupant does NOT own furniture

1 room	\$450.00
each additional room	\$85.00

B. Actual Moving Expense (Professional Move)

If you wish to engage the services of a licensed commercial mover and have the TIDA pay the reasonable cost of such mover, you may claim the ACTUAL cost of moving your personal property. Your relocation representative will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a scope of services for TIDA approval. Any bid must be approved by TIDA in advance in order to be eligible for TIDA reimbursement. You will also be reimbursed for re-connection charges for those utilities that you currently subscribe to.

INTERIM MOVE (Pre-DDA Household) - UNIT SELECTION OPEN HOUSE

To assist Households in the selection of a replacement home on Treasure Island, beginning after January 7th, residents will have the option to view any vacant rentable unit on TI. Units will be open for viewing from January 16-20 and January 25-26, or appointments to view potential replacement homes are available through the Village's office. Maps will be provided and units will be "color coded," so that residents will be able to easily distinguish the size and number of bedrooms in the available units.

COMPARABLE UNIT SELECTION PROCESS

Households will be provided with a "Unit Selection Ballot" of comparable units. Households must submit their Unit Selection Ballot ranking the available comparable units according to their preferences to The Villages at Treasure Island before Noon on January 31, 2014. Units will be assigned to households by seniority with "Reasonable Accommodations" being considered, if disabilities are an issue. Requests for Reasonable Accommodations should identify the disability and the accommodation requested and should be submitted with supporting documentation to The Villages at Treasure Island as soon as possible, but no later than January 31, 2014.

The unit assignment process will continue until all selections are complete. In order to assure that you are assigned a unit, households are required to rank all comparable units on your Unit Selection Ballot. If, because you failed to rank enough selections on your Unit Selection Ballot, all of the units ranked on your Ballot are taken and therefore not available to you when your priority ranking is considered, your Unit Selection Ballot will be disregarded.

If a Treasure Island household does not submit a Unit Selection Ballot or their Ballot is disregarded as described above because an insufficient number of comparable units were ranked, a unit will be assigned from the available remaining inventory after all households properly submitting Unit Selection Ballots have been assigned a unit.

If a Yerba Buena Island household does not submit a Unit Selection Ballot, they will have an opportunity to select a unit when the 90-Day Notices to Move are issued to Yerba Buena Island residents from the units available at that time.

NON-COMPARABLE UNIT SELECTION PROCESS

Households that wish to downsize to a smaller unit will be provided with a list of available smaller rentable units with their Unit Selection Ballot. If a household is interested in a smaller unit, they should include any smaller units in which they are interested when ranking their preferences for comparable

units. Requests to downsize will be considered subject to the availability of units and assignments will be made by seniority, concurrent with the assignment of comparable units.

TIMING OF EARLY/INTERIM MOVE

Households who participate in the unit selection process ARE NOT required to vacate their existing unit until issued a 90-Day Notice to Move, but then must relocate before expiration of the 90-Day period described in the notice. Households who participate in the unit selection process ARE NOT prohibited from electing to choose the In-Lieu Payment option at any time before expiration of the 90-Day period set forth in the notice. Households who participate in the unit selection process WILL be allowed to make the interim move at any time following the unit selection process through the final date set forth in the 90-Day Notice to Move.

Households who select a replacement unit can elect to switch to an In-Lieu Payment at any time prior to the expiration of the 90-Day Notice to Move. If that household has already completed a move to a unit and has received moving assistance, that household may elect to take an In-Lieu Payment, less the total value of the moving assistance provided, at any time before expiration of the 90-Day Notice to Move. After expiration of the 90-Notice to Move, a household is no longer eligible for an In-Lieu Payment unless and until another offer of In-Lieu Payment is made in conjunction with a qualifying Interim or Permanent Move.

Households who choose to accept an In-Lieu Payment and receive that payment, have received all of their benefits under the THRRs except for placement on the Pre-Marketing List.

Households who complete an interim move, and then wish to relocate to a different unit, should make a request to The Villages at Treasure Island, through the normal transfer process, with no additional moving assistance provided.

PRE-MARKETING LIST

Any Pre-DDA Transitioning Household, whether it has elected to move to Treasure Island or selected an In-Lieu Payment, is eligible to be placed on the Pre-Marketing List for future newly constructed housing on Treasure Island. If interested, please ask your relocation consultant for information regarding this list.

INTERIM MOVE (Post-DDA Household) - UNIT SELECTION

After all Pre-DDA households have been assigned a unit, Post-DDA households will be informed of the unit(s) to which they may choose to relocate.

INTERIM MOVE (Post-DDA Household) - MOVING ASSISTANCE

Post-DDA households will be eligible for a Fixed Move Payment based on the number of rooms in their current unit, as outlined above, whether they choose to move to a replacement home on Treasure Island or move off-island. This assistance is not required under the THRRs and may not be available to Post-DDA Households for future moves.

INTERIM MOVE (Post-DDA Household) - TIMING OF EARLY/INTERIM MOVE

Households ARE NOT required to vacate their existing unit until issued a 90-Day Notice to Move, but must relocate before expiration of the 90-Day Notice to Move to receive the described moving assistance. As noted above, Households relocating to a replacement unit on Treasure Island may move at any time after being notified of their replacement unit and prior to the expiration of the 90-Day Notice to Move. Failure to vacate by the expiration of the 90-Day Notice to Move will result in the forfeiture of the Fixed Moving Payment.

TAX STATUS OF RELOCATION BENEFITS

TIDA makes no representations about the tax treatment of any payment or benefits any person receives in connection with the relocations. To receive payments or benefits, TIDA will require a valid Social Security number and W-9 for all recipients of payments or benefits.

GENERAL STATEMENT OF BENEFITS

This brochure is intended to explain certain benefits provided for in the THRRs. In the event of any conflicts between this brochure and the THRRs, the terms of the THRRs apply. Benefits offered and described in this brochure do not guarantee that the same or similar benefits will be offered in the future except as required by the THRRs.

Treasure and Verba Buena Island Unit Types

TI Unit Types	Bedroom/Bathroom
1	2/1
2	2/1
3	2/1.5
4	3/1.5
5	3/1+2(.5)
6	4/2.5
7	4/2.5
8	4/2.5

YBI Unit Types	Bedroom/Bathroom
A	2/1
B	2/1
C	3/1+2(.5)
D	3/1+2(.5)
E	3/1+2(.5)
F	3/2
G	3/2
H	3/2
I	4/2+2(.5)

Treasure and Verba Buena Island Unit Selection Matrix The Villages at Treasure Island

YBI Unit Types	Households	TI Unit Types	TI Replacement Unit Types							
			TI Unit Type	2	3	6	7	8		
A, B	1, 2, 3		Bedroom/Bathroom	2/1	2/1.5	3/1.5	3/1+2(.5)	4/2.5	4/2.5	4/2.5
C, D, E	6, 7, 8									
F, G, H	5									
I	None									
None	4									

Footnotes:

- 1) * "Downsize" is allowed by selecting a smaller unit, based on seniority and subject to availability within the unit group.
- 2) A household in YBI unit type "I" has a right to a TI unit type 8 over households in YBI unit types C, D, E and TI unit types 6, 7, 8.
- 3) Selection Example 1: A household in a YBI unit type F may select from TI unit types 4 or 5, or may downsize to a TI unit types 1, 2, 3, 4, 6, 7, 8 based on seniority and subject to availability.
Selection Example 2: A household in a TI unit type 7 may select from TI unit types 6, 7, or 8 or may downsize to a TI unit types 1, 2, 3, 4, 6, 7, 8 based on seniority and subject to availability.

Updated:

1/2/2013

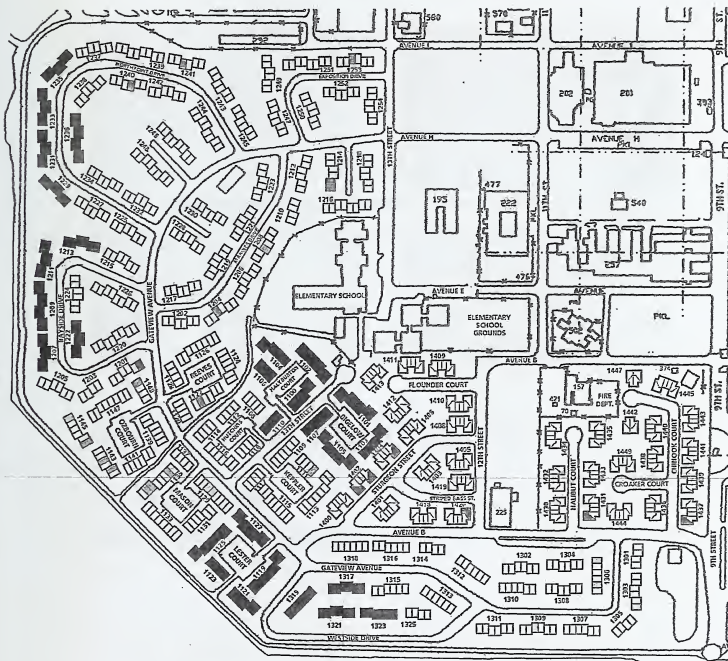
The Villages at Treasure Island
Treasure Island Units
as of 1/2/2014

TI Unit Types	Address	Street	Bedrooms	Baths	Rent *
T18	1301-A	Gateview Ave	4	2.5	\$ 2,797
T18	1303-F	Gateview Ave	4	2.5	\$ 2,486
T18	1305-C	Gateview Ave	4	2.5	\$ 2,485
T18	1306-B	Gateview Ave	4	2.5	\$ 2,744
T18	1306-F	Gateview Ave.	4	2.5	\$ 2,744
T18	1307-B	Gateview Ave	4	2.5	\$ 2,795
T18	1307-C	Gateview Ave	4	2.5	\$ 2,744
T18	1307-D	Gateview Ave	4	2.5	\$ 2,632
T18	1307-E	Gateview Ave	4	2.5	\$ 2,744
T18	1309-D	Gateview Ave	4	2.5	\$ 2,744
T18	1309-E	Gateview Ave	4	2.5	\$ 2,821
T18	1310-B	Gateview Ave.	4	2.5	\$ 2,352
T18	1310-D	Gateview Ave.	4	2.5	\$ 2,296
T18	1310-E	Gateview Ave.	4	2.5	\$ 2,458
T18	1312-A	Gateview Ave.	4	2.5	\$ 2,474
T18	1316-E	Gateview Ave.	4	2.5	\$ 2,458
T17	1204-D	Mariner Dr.	4	2.5	\$ 2,245
T17	1208-D	Mariner Dr.	4	2.5	\$ 2,357
T17	1240-C	Northpoint Dr.	4	2.5	\$ 2,072
T17	1241-C	Northpoint Dr.	4	2.5	\$ 2,296
T17	1253-C	Exposition Dr.	4	2.5	\$ 2,536
T16	1129-C	Mason Ct.	4	2.5	\$ 2,421
T16	1129-D	Mason Ct.	4	2.5	\$ 2,240
T16	1145-F	Ozbourm Ct.	4	2.5	\$ 2,357
	1201-A	Bayside Dr.	3	1.5+5	\$ 2,089
	1420-A	Gateview Ct.	3	1.5+5	\$ 2,089
	1420-B	Gateview Ct.	3	1.5+5	\$ 2,114
	1111-D	Keppler Ct.	3	1.5	\$ 2,010
	1122-E	Reeves Ct.	3	1.5	\$ 2,089
	1135-B	Mason Ct.	3	1.5	\$ 2,089
	1135-C	Mason Ct.	3	1.5	\$ 1,979
	1135-G	Mason Ct.	3	1.5	\$ 2,096
	1143-B	Ozbourm Ct.	3	1.5	\$ 2,002
	1143-D	Ozbourm Ct.	3	1.5	\$ 2,114
	1145-A	Ozbourm Ct.	3	1.5	\$ 2,114
	1149-A	Ozbourm Ct.	3	1.5	\$ 2,089
	1400-D	Sturgeon St.	2	1	\$ 1,848
	1402-B	Sturgeon St.	2	1	\$ 1,848
	1402-C	Sturgeon St.	2	1	\$ 1,848
	1430-E	Halibut Ct.	2	1	\$ 1,848
	1444-C	Croaker Ct.	2	1	\$ 1,848
	1444-D	Croaker Ct.	2	1	\$ 1,736
	1402-A	Sturgeon St.	2	1	\$ 1,848
	1402-F	Sturgeon St.	2	1	\$ 1,792
	1404-F	Sturgeon St.	2	1	\$ 1,786
	1420-A	Striped Bass	2	1	\$ 1,837
	1431-F	Halibut Ct.	2	1	\$ 1,848
	1437-F	Chinook Ct.	2	1	\$ 1,837

* Subject to annual increases

The Villages at Treasure Island

Available Units Map



TI Unit Type	1	2	3	4	5	6	7	8
Bedroom/Bathroom	2/1	2/1	2/1.5	3/1.5	3/1+2(.5)	4/2.5	4/2.5	4/2.5

TI Unit Types	Address	Street	Bedrooms	Rent *
	1111-D	Kepler Ct.	3	\$ 2,010
	1122-E	Reeves Ct.	3	\$ 2,089
	1135-B	Mason Ct.	3	\$ 2,089
	1135-C	Mason Ct.	3	\$ 1,979
	1135-G	Mason Ct.	3	\$ 2,096
	1143-B	Ozbourm Ct.	3	\$ 2,002
	1143-D	Ozbourm Ct.	3	\$ 2,114
	1145-A	Ozbourm Ct.	3	\$ 2,114
	1149-A	Ozbourm Ct.	3	\$ 2,089

Choice Rank	Instructions
	YOUR HOUSEHOLD IS REQUIRED TO CHOSE, BY RANK, ALL THE UNITS IN THIS SECTION. Do not repeat the use of any number.

	1400-D	Sturgeon St.	2	\$ 1,848
	1402-B	Sturgeon St.	2	\$ 1,848
	1402-C	Sturgeon St.	2	\$ 1,848
	1430-E	Hallbut Ct.	2	\$ 1,848
	1444-C	Croaker Ct.	2	\$ 1,848
	1444-D	Croaker Ct.	2	\$ 1,796
	1402-A	Sturgeon St.	2	\$ 1,848
	1402-F	Sturgeon St.	2	\$ 1,792
	1404-F	Sturgeon St.	2	\$ 1,786
	1420-A	Striped Bass	2	\$ 1,837
	1431-F	Hallbut Ct.	2	\$ 1,848
	1437-F	Chinook Ct.	2	\$ 1,837

	Downsizing is allowed subject to seniority and availability by including unit(s) from this section in your rankings.
	Do not repeat the use of any number in ranking units.

* Subject to annual increases

Unit Selection Ballot must be submitted to the Villages at Treasure Island Office, 1 Ave of the Palms, Suite 168
No later than 12:00 Noon on Friday January 31st 2014.
Submitted list is assumed to be the consent of submitting household.

Date Submitted: _____

All units in upper section MUST be selected
No number may be repeated on Unit Selection Ballot

For Unit Assignment by Management: Do not write in this section

Unit Assigned: _____ Date: _____ By: _____

Copy

Unit Selection Ballot
 1133 Mason Ct.
 San Francisco, CA 94130

Priority Ranking **35**
 Unit Type **TI 4**

Please designate as appropriate by checking the box below:

No unit needed, in lieu payment to be requested ☐
 Reasonable Accommodation requested ☐

TI Unit Types	Address	Street	Bedrooms	Rent *
	1111-D	Kessler Ct.	3	\$ 2,010
	1122-E	Reaves Ct.	3	\$ 2,089
	1135-B	Mason Ct.	3	\$ 2,089
	1135-C	Mason Ct.	3	\$ 1,979
	1135-G	Mason Ct.	3	\$ 2,095
	1143-B	Ozbourn Ct.	3	\$ 2,002
	1143-D	Ozbourn Ct.	3	\$ 2,114
	1145-A	Ozbourn Ct.	3	\$ 2,114
	1149-A	Ozbourn Ct.	3	\$ 2,089

Choice Rank	Instructions
	YOUR HOUSEHOLD IS
	REQUIRED TO CHOOSE, BY
	RANK, ALL THE UNITS IN
	THIS SECTION. Do not
	repeat the use of any
	number.

	1400-D	Sturgeon St.	2	\$ 1,848
	1402-B	Sturgeon St.	2	\$ 1,848
	1402-C	Sturgeon St.	2	\$ 1,848
	1430-E	Halibut Ct.	2	\$ 1,848
	1444-C	Croaker Ct.	2	\$ 1,848
	1444-D	Croaker Ct.	2	\$ 1,736
	1402-A	Sturgeon St.	2	\$ 1,848
	1402-F	Sturgeon St.	2	\$ 1,792
	1404-F	Sturgeon St.	2	\$ 1,786
	1420-A	Striped Bass	2	\$ 1,837
	1431-F	Halibut Ct.	2	\$ 1,848
	1437-F	Chinook Ct.	2	\$ 1,837

	Downsizing is allowed
	subject to seniority and
	availability by including
	unit(s) from this section in
	your rankings.
	Do not repeat the use of any
	number in ranking units.

* Subject to annual increases

Unit Selection Ballot must be submitted to the Villages at Treasure Island Office, 1 Ave of the Palms, Suite 168
 No later than 12:00 Noon on Friday January 31st 2014.
 Submitted list is assumed to be the consent of submitting household.

Date Submitted: _____

All units in upper section MUST be selected
 No number may be repeated on Unit Selection Ballot

For Unit Assignment by Management. Do not write in this section
 Unit Assigned: _____ Date: _____ By: _____

AGENDA ITEM 10
Treasure Island Development Authority
City and County of San Francisco
Meeting of January 8, 2014

Subject: Resolution Authorizing a Sixth Amendment to the Memorandum of Agreement with the San Francisco County Transportation Authority for project management services and consultant services for the Yerba Buena Island Ramps to defer the initial loan payment one year while maintaining the schedule for full repayment of the loan by December 31, 2016 (*Action Item*)

Contact: Robert Beck, Treasure Island Director

BACKGROUND

In its capacity as the Congestion Management Agency for San Francisco, the San Francisco County Transportation Authority ("SFCTA") has been working jointly with the Treasure Island Development Authority ("TIDA") on the development of the I-80/Yerba Buena Island Interchange Improvement Project ("YBI Ramps Project"). Under the existing Memorandum of Agreement ("MOA") executed July 1, 2008, between TIDA and the SFCTA, and its amendments, TIDA has the responsibility to reimburse certain SFCTA costs incurred on the YBI Ramps Project.

The Disposition and Development Agreement ("DDA") between TIDA and Treasure Island Community Development, LLC ("TICD") was approved by TIDA Board of Directors on April 21, 2011, and by the San Francisco Board of Supervisors on June 7, 2011. Under the terms of the DDA, TICD is to reimburse TIDA for payments under the MOA with the SFCTA.

Following adoption of the DDA, TIDA and the SFCTA agreed to an Amendment No. 4 to the MOA in November 2011 which, among other terms, revised the schedule for repayment of the loan. Under the Agreement as amended, the initial payment date would be made on the earlier of December 31, 2013, or 30 days after the first close of escrow for transfer of Naval Station Treasure Island ("NSTI") to TICD. A total of four payments would be made, providing for full repayment of the loan amount by December 31, 2016.

DISCUSSION

The date of the initial payment and the total number and timing of payments outlined in Amendment No. 4 reflected the understanding of the parties of when the first transfer of NSTI from the Navy to TIDA was likely to occur and redevelopment of the base would begin. It was anticipated that the land transfer and start of development – if it had not occurred by December 2013 – would be imminent, but it is currently anticipated that the land transfer will not occur until October 30, 2014.

TIDA and Navy are finalizing the terms of the Economic Development Conveyance Memorandum of Agreement ("EDC MOA") which establishes the framework under which the transfers from the Navy to TIDA will occur, and prior to the transfer, the Navy must prepare – and the California Department of Toxic Substances Control must concur with – a Finding of Suitability to Transfer ("FOST") documenting that all appropriate and required environmental remediation measures have been completed on the properties to be included in the initial transfer. The draft EDC MOA anticipates, and the schedule for completion of the FOST supports, the initial property transfer to occur on October 30, 2014.

In anticipation of the EDC MOA and subsequent property transfer, TICD is preparing Requests for Proposals for engineering services to develop the First Major Phase and Sub-Phase Applications necessary to initiate development upon transfer of the land. The preparation of the Phase and Sub-Phase applications represents a significant investment by TICD in the process of redeveloping Treasure Island.

In recognition of the current schedule for first transfer of NSTI from the Navy and the investments to prepare the First Major Phase and Sub-Phase Applications, TICD has requested, and TIDA staff supports, modifying the schedule for repayment of the loan for the YBI Ramps Project to align with the current development schedule and program cashflow requirements.

The proposed amendment would defer the initial loan payment by one year, with the new initial payment date being the later of December 31, 2014 or thirty (30) days after the first close of escrow for transfer of NSTI from the Navy to TIDA. The restructured repayment schedule would increase the amount of that first payment from 25% to 50% of the loan amount, reduce the number of payments from four payments to three, and maintain the current deadline for full repayment of the loan by December 31, 2016.

RECOMMENDATION

Staff recommends approval of the amendment to the MOA with the SFCTA to defer the initial loan payment until the later of December 31, 2014, or 30 days following transfer of the first NSTI parcel from the Navy to TIDA while maintaining the schedule for full repayment of the loan by December 31, 2016, by increasing the initial payment from 25% of the amount of the loan to 50% and decreasing the total number of payments to three from four.

EXHIBITS

- A. Draft Amendment No. 6 to the Memorandum of Agreement between SFCTA and TIDA

AMENDMENT NO. 6 TO THE
MEMORANDUM OF AGREEMENT
FOR PROJECT MANAGEMENT AND OVERSIGHT, ENGINEERING, AND
ENVIRONMENTAL SERVICES FOR THE
YERBA BUENA ISLAND IMPROVEMENTS PROJECT

This Amendment is made and shall be effective this ____ day of January, 2014, by and between the San Francisco County Transportation Authority ("Authority") and the Treasure Island Development Authority ("TIDA"), referred to collectively as "Parties" or individually as "Party".

RECITALS

A. The Authority and TIDA entered into a Memorandum of Agreement ("Agreement"), effective as of July 1, 2008, in the amount of \$3,000,000 for project management and oversight, engineering, and environmental services for the Yerba Buena Island Ramps project in San Francisco (the "YBI Ramps Project").

B. Pursuant to a Request for Proposal that the Authority issued in March 2008 ("the RFP"), the Authority hired a consultant ("the Consultant") to provide the engineering and environmental services necessary to complete the YBI Ramps Project.

C. The Authority and TIDA amended the Agreement ("Amendment No. 1"), effective as of May 20, 2009, to provide for additional preliminary engineering work by the Consultant; to extend the Authority's Project Management Services to include oversight of that additional Consultant work; and to increase the Agreement amount to \$8,800,000.

D. The Authority and TIDA amended the Agreement ("Amendment No. 2"), effective as of October 28, 2009, to incorporate Cooperative Agreements (No. 4-2283 and 4-2137) between the Authority and the California Department of Transportation ("Caltrans") related to the YBI Ramps Project; to provide for TIDA to reimburse the Authority for Caltrans costs as defined in the Cooperative Agreements, and to provide for the Authority to amend its contract with the Consultant while staying within the \$8,800,000 Agreement amount.

E. The Authority and TIDA further amended the Agreement ("Amendment No. 3"), effective as of June 29, 2010, to complete the Phase 2 design and engineering work through final design and preparation of Plans, Specifications and Estimates ("PS&E") and to add scope for work on the Yerba Buena Island Viaducts ("YBI Viaducts"). Together, the YBI Ramps Project and YBI Viaducts constitute the "I-80/YBI Interchange Improvements Project" or the "Project." The not-to-exceed amount of the Agreement increased from \$8,800,000 to \$18,830,000 consistent with the amended scope of work. The Parties anticipated that approximately \$9,543,000 of this amount will be reimbursed to the Authority from the federal Highway Bridge Program or other state or federal funds, with TIDA being responsible to reimburse the Authority for the remaining \$9,287,000 for costs not covered by state or federal funds and the federal grant local matching funds requirements for the additional work.

F. The Authority and TIDA further amended the Agreement ("Amendment No. 4"), effective as of November 15, 2011, to fulfill local matching funds requirements on additional federal grants received by the Authority for design and engineering work, to reimburse the Authority for administrative costs, and to defer the loan repayment dates by two years due to delays in the receipt of necessary approvals for the Project, including the Project's Environmental Impact Report, Planning Code Amendments, General Plan Amendments, Development Agreement and Disposition and Development Agreement.

G. The Authority and TIDA further amended the Agreement ("Amendment No. 5"), effective as of August 23, 2013, to reflect the current \$24,737,000 budget for environmental activities. The Parties anticipate that approximately \$13,700,000 of these costs will be reimbursed to the Authority from the Federal Highway Bridge Program funds and that TIDA's total loan obligation to the Authority amount for the non-federal portion would be \$11,037,000 reflecting additional required local match and project costs not anticipated to be covered by State and Federal sources.

H. TIDA now requests and the Authority agrees to amend the Agreement to defer the initial loan payment date by twelve months while maintaining the overall schedule for repayment of the loan by eliminating one payment and increasing the amount payable in the remaining three installments. TIDA is requesting the change in the repayment schedule to bring the start of repayment into alignment with the current schedule for the initial transfer of land from the Navy to TIDA and the overall Project schedule.

I. The Parties therefore wish to amend the terms of the Agreement as permitted by Section 8 of the original Agreement.

AMENDMENTS TO THE AGREEMENT

All terms of the original Agreement, as amended by Amendment Nos. 1 through 5 shall remain in effect, except Section 4(c) of the Agreement which shall be amended as follows:

4. TIDA Reimbursement Obligation.

c. All Authority Costs, Local Match and accrued interest under subsection (a) are referred to in this Agreement as the "Project Costs." TIDA shall reimburse the Authority for all Project Costs less any state or federal government funds actually reimbursed to the Authority for Authority Costs (the "TIDA Reimbursement Obligation"), in ~~four~~ three annual installment payments, as follows:

Payment Number	Amount Due	Due Date
First Payment	50 <u>25</u> % of the then current amount due under the Agreement	The later <u>earlier</u> of December 31, 2013 4 or thirty (30) days after the first close of escrow for transfer of NSTI from <u>the Navy to TIDA</u> to TID
Second Payment	33% of the then current amount due under the Agreement	The earlier of December 31, 2014 or 365 days from the date of the First Payment
Second <u>Third</u> Payment	50% of the then current amount due under the Agreement	The later <u>earlier</u> of December 31, 2015 or 365 days from the date of the <u>First</u> Second Payment
Third <u>Fourth</u> Payment	Balance due	The earlier of <u>By</u> December 31, 2016 or 365 days from the date of the Third Payment

TIDA shall fully reimburse the Authority for the TIDA Reimbursement Obligation by no later than December 31, 2016. TIDA shall have the right to pay all or any portion of the amounts due under this Agreement at any time.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first mentioned above.

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

TREASURE ISLAND DEVELOPMENT
AUTHORITY

Recommended by:

Executed by:

Cynthia Fong
Deputy Director for Finance and Administration

Robert Beck
Treasure Island Director

Approved by:

Approved as to form:

Tilly Chang
Executive Director

Dennis J. Herrera
City Attorney

By:
Deputy City Attorney

[Sixth Amendment to Agreement with the San Francisco County Transportation Authority for Project Management Services and Consultant Services for the Yerba Buena Island Ramps.]

Resolution authorizing a Sixth Amendment to the Memorandum of Agreement with the San Francisco County Transportation Authority for project management services and consultant services for the completion of preliminary engineering and design for the Yerba Buena Island Ramps to defer the initial loan payment by one year while maintaining the schedule for full repayment of the loan by December 31, 2016.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, In 1995, the General Services Administration and the Bureau of Land Management determined that Yerba Buena Island was surplus to the Federal Government's needs and could be transferred to the administrative jurisdiction of the Department of Defense under the Base Closure and Realignment Act of 1990 and disposed of together with Treasure Island; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority ("TIDA") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

1 WHEREAS, The United States Navy currently owns the on- and off-ramp connections
2 to Yerba Buena Island from Interstate 80, the San Francisco-Oakland Bay Bridge, and,
3 because Federal law prohibits the Navy from "improving" surplus property, the Navy cannot
4 repair or replace the ramps as part of the transfer of the Base property to TIDA; and,

5 WHEREAS, State designs for the new Eastern Span of the Bay Bridge ("Eastern
6 Span") included construction of one new ramp connecting the Bay Bridge to Yerba Buena
7 Island and reuse of three other existing ramps; and,

8 WHEREAS, In October 2007, the Governor signed Senate Bill 163, which requires
9 Caltrans to work in cooperation with TIDA and the San Francisco County Transportation
10 Authority ("SFCTA") on the design and engineering of replacement ramps connecting Yerba
11 Buena Island to the Bay Bridge to ensure that the design of the ramps is compatible with the
12 design of the new Eastern Span; and,

13 WHEREAS, Article V, Section 2(k) of TIDA's Bylaws authorizes TIDA to contract with
14 governmental agencies, including without limitation, any department, commission or agency of
15 the City, for the performance of services in furtherance of and related to the purposes of TIDA;
16 and,

17 WHEREAS, On April 9, 2008, the TIDA Board of Directors adopted Resolution No. 08-
18 18-04/09 authorizing the execution of a Memorandum of Agreement ("MOA") with the SFCTA
19 under which the SFCTA would provide staff support and project management oversight in
20 connection with the YBI Ramps Project and TIDA is to reimburse the SFCTA for the
21 administrative, project management and consultant costs relating to the YBI Ramps Project
22 incurred by the SFCTA and loaned to TIDA using Prop. K funds held by the SFCTA; and,
23
24
25

1 WHEREAS, On May 13, 2009, the TIDA Board of Directors approved a First
2 Amendment to the MOA that revised the scope of services and budget and increased the
3 total not to exceed amount loaned under the MOA to \$8,800,000, plus accrued interest; and,

4 WHEREAS, On October 14, 2009, the TIDA Board of Directors approved a Second
5 Amendment to the MOA that adjusted the scope of work under the MOA to reflect the two
6 Cooperative Agreements between the SFCTA and Caltrans for the Ramps Project and
7 revised the level of project engineering to the 35% Design level, without increasing the \$8.8
8 million not to exceed amount; and,

9 WHEREAS, On June 9, 2010, the TIDA Board of Directors approved a Third
10 Amendment to the MOA that (i) revised the scope of services and budget to include all
11 necessary project management and oversight, design and engineering activities to complete
12 Phase 2 of the YBI Ramps Project and all phases of the design, engineering and
13 environmental review for the retrofit of nine YBI viaduct structures on Treasure Island Road,
14 and (ii) increased the total not to exceed amount of the portion of the loan under the MOA
15 that is not anticipated to be reimbursed with state or federal funds (the "non-federal portion")
16 to \$9,287,000, plus accrued interest; and,

17 WHEREAS, On November 16, 2011, the TIDA Board of Directors approved the Fourth
18 Amendment to the MOA that (i) deferred the loan repayment dates by two years, and (ii)
19 increased the total not to exceed amount of the non-federal portion of the loan under the MOA
20 to \$10,287,000, plus accrued interest; and,

21 WHEREAS, On July 9, 2013, the TIDA Board of Directors approved the Fifth
22 Amendment to the MOA that increased the amount of the loan under the MOA to
23 \$11,037,000, plus accrued interest, to account for additional required local match as well as
24 for additional project costs not anticipated to be reimbursed with state or federal funds; and,
25

1 WHEREAS, The SFCTA and TIDA have negotiated a Sixth Amendment to the MOA
2 ("Sixth Amendment") that defers the initial loan payment date by one year, with an initial
3 payment due on the later of December 31, 2014, or thirty (30) days after the first close of
4 escrow for transfer of the Base from the Federal Government to TIDA and reducing the total
5 number of payments under the agreement from four payments to three to maintain the
6 schedule for full repayment of the loan by December 31, 2016; now, therefore, be it

7 RESOLVED, That the Board of Directors hereby approves the Sixth Amendment to the
8 MOA with the SFCTA for project management services and consultant services in connection
9 with the YBI Ramps Project modifying the loan repayment schedule in substantially the form
10 attached hereto and authorizes the Treasure Island Project Director to submit the Sixth
11 Amendment to the Board of Supervisors for approval, as required under TIDA's Bylaws; and,
12 be it

13 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure
14 Island Director to execute the Sixth Amendment upon the Board of Supervisors' approval;
15 and, be it,

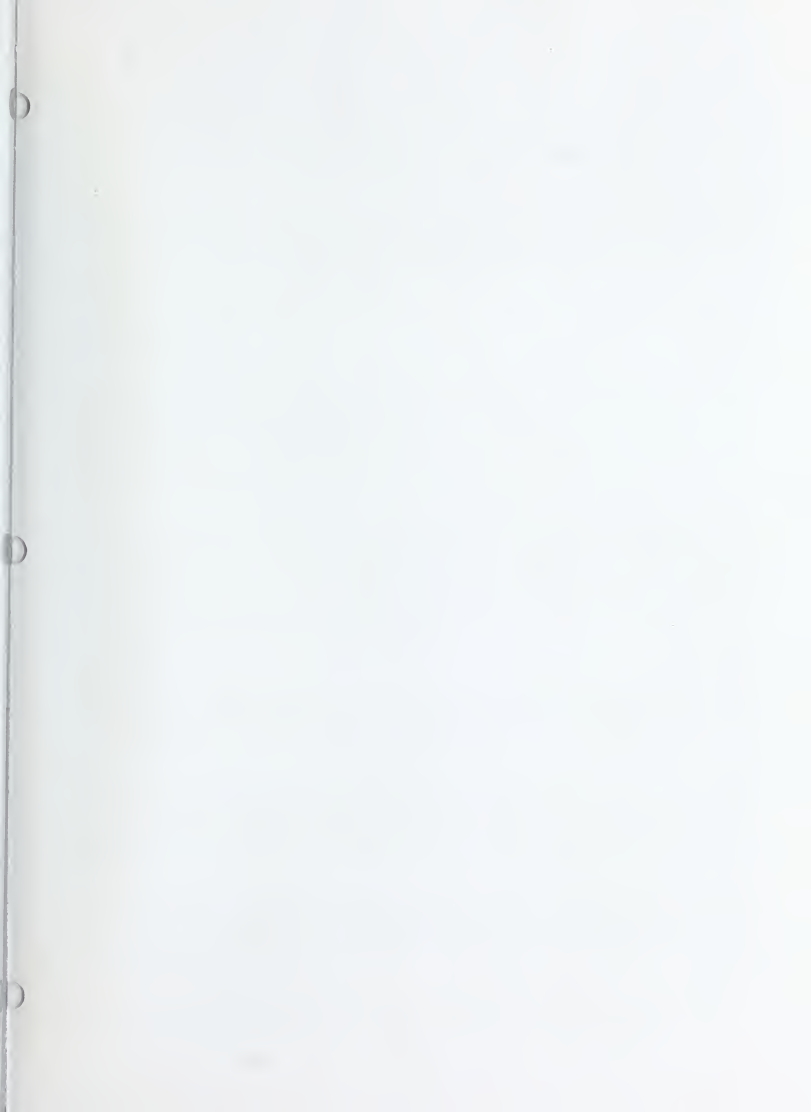
16 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure
17 Island Director to take all actions necessary and appropriate to carry out the terms of the
18 MOA, as amended, and to enter into any additions, amendments or other modifications to the
19 Sixth Amendment that the Treasure Island Director determines in consultation with the City
20 Attorney are in the best interests of TIDA, that do not materially increase the obligations or
21 liabilities of TIDA, that do not materially reduce the rights of TIDA, and are necessary or
22 advisable to complete the preparation and approval of the Sixth Amendment, such
23 determination to be conclusively evidenced by the execution and delivery by the Treasure
24 Island Director of the documents and any amendments thereto.

1
2
3 **CERTIFICATE OF SECRETARY**
4

5 *I hereby certify that I am the duly elected and acting Secretary of the Treasure*
6 *Island Development Authority, a California nonprofit public benefit corporation, and*
7 *that the above Resolution was duly adopted and approved by the Board of Directors of*
8 *TIDA at a properly noticed meeting on January 8, 2014.*
9

10 Larry Del Carlo, Secretary
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AGENDA ITEM 11
Treasure Island Development Authority
City and County of San Francisco
Meeting of January 8, 2014

Subject: Update on City of Oakland and Port of Oakland proposal to underground a portion of the Navy owned electrical transmission lines connecting the submarine cable serving Naval Station Treasure Island to the Davis Substation. (*Information Item*).

Contact: Robert Beck, Treasure Island Director

BACKGROUND

The City of Oakland and Port of Oakland (together "Oakland") are moving forward with the redevelopment of the former Oakland Army Base ("OAB"). In conjunction with that redevelopment, Oakland plans to relocate and underground existing overhead utility lines in the project area including a section of a transmission line owned by the Navy which connects the submarine transmission cable serving Naval Station Treasure Island ("NSTI") to the Davis Substation. The Navy controls an easement over which the transmission line passes.

Oakland initially approached the Navy and has subsequently engaged the Treasure Island Development Authority ("TIDA") and San Francisco Public Utilities Commission ("SFPUC") in negotiations to relocate the easement and underground the transmission line. Exhibit A to this staff report, *Treasure Island Power Feed Route*, illustrates the existing alignment of the transmission line, an alignment for a temporary overhead line and the proposed location of the permanent easement and underground line installation.

DISCUSSION

The proposed easement relocation has been the subject of discussions between Oakland, the Navy, and TIDA since March of 2013, and language for proposed easement agreements has been drafted, exchanged, and reviewed over the past several weeks.

The central concerns of TIDA in the relocation are (1) to ensure that the facilities installed by Oakland are of comparable transmission capacity to the existing overhead lines and (2) to leverage the opportunity to have Oakland install additional facilities when undergrounding the transmission line to serve the Island's future electrical demands following the full redevelopment of NSTI.

Oakland will require compensation for these additional facilities ("betterments"), but the incremental cost for Oakland to install them during the construction of a joint utility trench during the OAB redevelopment will be a fraction of the cost to install the facilities in the future as a separate project.

Oakland will be installing a 6" conduit with three 1100 MCM aluminum conductors in the new easement alignment to provide in-kind transmission capacity. In consultation with the SFPUC,

TIDA has requested that two additional 6" conduits be installed to provide for the future needs of Treasure Island. Additional conductors would be pulled through one of the conduits when required to meet the Island's electrical demands, and the other would serve as a spare.

NEXT STEPS

TIDA and the Navy have provided comments on draft easement agreements to Oakland and are awaiting their response. We anticipate meeting with the Navy and Oakland in the near future to finalize terms of an easement/betterment agreement. When negotiations are finalized, the terms of the agreement(s) will be presented to the TIDA Board of Directors for approval.

EXHIBITS

- A. Treasure Island Power Feed Route

Prepared by Robert Beck, Treasure Island Director



Item 6 (a)
DRAFT Minutes of Meeting
Treasure Island Development Authority
January 8, 2014
Meeting
Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

Mirian Saez, Director of Island Operations
Loraine Lee, Commission Secretary

1. Call to Order 1:37 PM

Present

Linda Richardson, *President*
Mark Dunlop
John Elberling
Jean-Paul Samaha (2:02 PM)
V. Fei Tsen

Excused

Larry Mazzola, Jr., *VP*
Larry Del Carlo, *Secretary*
Supervisor Jane Kim, *Ex-Officio*

2. General Public Comment

Director Richardson started the meeting by wishing everyone a happy New Year and thanked the public for attending.
Mark Connors, Island Resident, discussed Treasure Island Community Watch. Spoke about traffic safety survey and crime rates.
Jeff Kline, Island Resident, commented on Treasure Island Gym and thanked the staff for the improvements.

3a. Directors Report

Ms. Saez, Director of Island Operations, started her report with Public Safety issues. There were three residential burglaries reported over the last month. Invited Captain Redmond to address the board.
Captain Redmond started with a brief overview about staffing and New Year's Eve. Stresses to the community to collaborate and work with the police department and SF SAFE. Plans to start a program with the youths on TI and work with the YMCA.
Director Richardson thanked the Captain for his presence and commented TI is safer compared to other districts.
Director Dunlop thanked Captain Redmond for presence and commented is noticeable how much things have improved; saw large amount of people on New Year's Eve but didn't hear of any incidents.
Ms. Saez resumed her report. Spoke about power outages. In December there were zero unplanned power outages. Reviewed income and expense statement which represents half of the fiscal year. Revenues at 41% and expenses are below budget. Discussed the status

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of issuing RFQ for Housing Property Management. Expect to present negotiated contract announced in April. Wine Valley Catering (WVC) ceases business effect December 31, 2013. WVC with Treasure Island Homeless Development Initiative (TIHDI) and Toolworks were managing special event venues. Partnership was formulated in the Base Closure Homeless Assistance Agreement to create employment opportunities. Staff is currently analyzing use and is in discussion with TIHDI and Toolworks for a new partnership agreement. Effective January 1, 2014, TIDA is responsible for event venues. TI Café affected by WVC departure. Staff will prepare lease assignment, Best Beverage, manager of café, until formal solicitation is complete. 311 requests: Nine service requests last month, 25 closed. Quality of Life: YMCA After School Program opened January 6, 2014. Thirty students were enrolled and 50 students are served daily. Open House showcased health and wellness side of gym. Positive feedback received from the community. One hundred members came to open house. Staff worked with YMCA on several repairs. Improvements include bright tiles, repainting interior, deep cleaning, and bright lights. Kareem Hickman, Associate Director, YMCA, on behalf of Stacey Delfosse, Senior Director, YMCA spoke. Thanked TIDA for support. Kareem will oversee After School and health and wellness. Thanked all agencies and community for support. Director Richardson thanked YMCA for stepping up to the plate and to make TI a safe place for children.

Ms. Saez continued: RFP for Emergency Improvement Resilience Plans for Housing Providers will be presented in February. Childcare Center upgraded their facility with the assistance of Job Corps carpentry program, JSCO, and TIDA. Over holiday break, Treasure Island Health Network (TIHN) Youth Counsel painted mural for the Childcare Center. Childcare currently serves 40 children supported by TIDA funds. Leasing Policy and Waivers: TIHDI and SFPD. Three new subleases generating additional \$30,000 annual. Special Events: Flea Market returns to Building 1 through March. *Little Island Big Ideas*, presented by Treasure Island Museum Association will host lecture titled "Beyond the Tunnel". Ruth Garvanis will be speaking. Lecture is scheduled on Saturday, January 11, 2014 at 10:30 in Building 1. Shoutout to Job Corps for Greaserecycling success.

Director Richardson commented on the need to budget for the many planned activities facing in the coming year.

3b. Report by Treasure Island Director

Bob Beck, Treasure Island Director, spoke about development reflected on agenda. Working with The Villages/JSCO to plan and prepare relocation process for TI residents. Recognized efforts of Villages staff to help prepare materials. Discussed working with SF County Transportation Authority (CTA) and SF Municipal Transportation Agency (MTA) in finalizing legislation designation SFCTA as the TI Mobility Management Agency. Discussed meeting with the representative from Port of Oakland and City of Oakland on development on Oakland Army Base Easement. Further details will be discussed later in the agenda. Announced Treasure Island Community Development Requests for Proposals are posted on TIDA's website. Continue to work with Navy on environmental cleanup and EDC MOA to finalize terms. Met with the Navy on language. Down to limited number of issues. Navy to consult with Department of Defense on provisions TIDA proposed. Consulting with San Francisco Public Commission (PUC) on terms of the Utilities Agreement. Hope to have it for the board by the February Board meeting.

97 Director Richardson commented on the relocation plan. Commended staff for diligence in
98 moving quickly to engage with residents.
99 Director Elberling asked if executive session on Navy matters was needed.
100 Director Dunlop commented on the first meeting for the selection process and thought it
101 went really well. Stated it was handled extremely well and professional. Complimented
102 the staff.

103
104 There was no public comment.

105
106 **4. Communications**

107 Jeff Kline, Island Resident, welcomed Director Tsen. Commented on recent media
108 reports regarding radiological contamination in Site 12.

109
110 There was no discussion on Communications by Directors.

111
112 **5. Ongoing Business by Board of Directors**

113 There was no discussion on Ongoing Communications by Directors.

114 There was no public comment.

115
116 **6. Consent Agenda**

117 Director Elberling motioned to remove Items 6 c and d from the Consent Agenda.

- 118
119 a. Approving the Minutes of the December 11, 2013 Regular Meeting
120
121 b. Adopting of Proposed Small Business Enterprise Procedures for the satisfaction
122 of the SBE Participation Goals embodied in the Jobs and Equal Opportunity
123 Program, an exhibit to the Disposition and Development Agreement
124
125 e. Resolution Authorizing the Treasure Island Director to Execute an Amendment to
126 the Agreement between the Treasure Island Development Authority and
127 Treadwell & Rollo, a Langan Company, for Environmental Engineering
128 Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba
129 Buena Island Development Project

130
131 There was no public comment.

132 Director Dunlop motioned to pass Consent Agenda items 6 a, b, e.

133 Director Samaha seconded the motion to pass Agenda items 6 a, b, e.

134 Consent agenda items 6 a, b, e were passed unanimously.

- 135
136 c. Resolution Recommending to the San Francisco Board of Supervisors the
137 Designation of the San Francisco County Transportation Authority as the
138 Treasure Island Mobility Management Agency
139

140 Bob Beck, Treasure Island Director, spoke about the recommendation to designate
141 SFCTA to function as TI Mobility Management Agency (TIMMA) for purposes of
142 studying congestion pricing and modeling for the Island and in the future to be
143 responsible for on-Island shuttle operation, resident transit vouchers, and coordination of
144 ferry and AC Transit services for the Island. Authorization to establish TIMMA was

145 passed by the State Legislative in 2008 and through series of MOA's, SFCTA has been
146 working in the role with preliminary recommendation from TIDA Board in 2011,
147 indicating intention to designate SFCTA as TIMMA. Worked with MTA and CTA to
148 finalize language of resolution.

149 Director Elberling commented it's been over 3 years since the last Board presentation on
150 the Transportation Plan and emphasized the need for community input on the
151 implementation of the transportation plan, fees, congestion pricing, and parking meter
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community advisory process for the Transportation Plan implementation that would include Treasure Island residents and businesses and other interested stakeholders”

There was no public comment.

Director Elberling motioned for approval.

Director Tsen seconded.

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There was no public comment.

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Director Samaha seconded.

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Director Dunlop commended to staff on how quickly this program was done and how transparent it is to the public.

Mr. Beck stated the Navy is doing additional work planning the groundwater remediation. That work is expected to begin in July-Aug, and notices to move, if required, will be issued to residents of those two buildings in the April timeframe.

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11. Update on City of Oakland and Port of Oakland proposal to underground a portion of the Navy owned electrical transmission lines connecting the submarine cable serving the Naval Station Treasure Island to the Davis Substation

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Director Richardson asked for the timeframe. Mr. Beck stated work was proposed to begin in January. A temporary line has been made. The developer is anxious to move forward. He anticipates bringing the agreement next month. The total construction time will be on the order of 18 months.

No public comment.

336 **12. Discussion of Future Agenda Items by Directors**

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338 Director Elberling asked for CTA and the Community Planning Process to be included in
339 the next agenda. He would like a presentation from the TICD team about long range
340 Community Participation Process as we enter development phase of the project.

341

342 **13. Possible Closed Session to Confer with Real Property Negotiators**

343

344 There was no Closed Session.

345 There was no public comment.

346

347 **12. Adjourn**

348 The meeting was adjourned at 3:33 PM.

Minutes of Meeting
Treasure Island Development Authority
January 8, 2014
Meeting
Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

Mirian Saez, Director of Island Operations
Loraine Lee, Commission Secretary

1. Call to Order 1:37 PM

Present

Linda Richardson, *President*
Mark Dunlop
John Elberling
Jean-Paul Samaha (2:02 PM)
V. Fei Tsen

Excused

Larry Mazzola, Jr., *VP*
Larry Del Carlo, *Secretary*
Supervisor Jane Kim, *Ex-Officio*

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2. General Public Comment

Director Richardson started the meeting by wishing everyone a happy New Year and thanked the public for attending.
Mark Connors, Island Resident, discussed Treasure Island Community Watch. Spoke about traffic safety survey and crime rates.
Jeff Kline, Island Resident, commented on Treasure Island Gym and thanked the staff for the improvements.

3a. Directors Report

Ms. Saez, Director of Island Operations, started her report with Public Safety issues. There were three residential burglaries reported over the last month. Invited Captain Redmond to address the board.
Captain Redmond started with a brief overview about staffing and New Year's Eve. Stresses to the community to collaborate and work with the police department and SF SAFE. Plans to start a program with the youths on TI and work with the YMCA.
Director Richardson thanked the Captain for his presence and commented TI is safer compared to other districts.
Director Dunlop thanked Captain Redmond for presence and commented is noticeable how much things have improved; saw large amount of people on New Year's Eve but didn't hear of any incidents.
Ms. Saez resumed her report. Spoke about power outages. In December there were zero unplanned power outages. Reviewed income and expense statement which represents half of the fiscal year. Revenues at 41% and expenses are below budget. Discussed the status of issuing RFQ for Housing Property Management. Expect to present negotiated contract

announced in April. Wine Valley Catering (WVC) ceases business effect December 31, 2013. WVC with Treasure Island Homeless Development Initiative (TIHDI) and Toolworks were managing special event venues. Partnership was formulated in the Base Closure Homeless Assistance Agreement to create employment opportunities. Staff is currently analyzing use and is in discussion with TIHDI and Toolworks for a new partnership agreement. Effective January 1, 2014, TIDA is responsible for event venues. TI Café affected by WVC departure. Staff will prepare lease assignment, Best Beverage, manager of café, until formal solicitation is complete. 311 requests: Nine service requests last month, 25 closed. Quality of Life: YMCA After School Program opened January 6, 2014. Thirty students were enrolled and 50 students are served daily. Open House showcased health and wellness side of gym. Positive feedback received from the community. One hundred members came to open house. Staff worked with YMCA on several repairs. Improvements include bright tiles, repainting interior, deep cleaning, and bright lights. Kareem Hickman, Associate Director, YMCA, on behalf of Stacey DelFosse, Senior Director, YMCA spoke. Thanked TIDA for support. Kareem will oversee After School and health and wellness. Thanked all agencies and community for support. Director Richardson thanked YMCA for stepping up to the plate and to make TI a safe place for children.

Ms. Saez continued: RFP for Emergency Improvement Resilience Plans for Housing Providers will be presented in February. Childcare Center upgraded their facility with the assistance of Job Corps carpentry program, JSCO, and TIDA. Over holiday break, Treasure Island Health Network (TIHN) Youth Counsel painted mural for the Childcare Center. Childcare currently serves 40 children supported by TIDA funds. Leasing Policy and Waivers: TIHDI and SFPD. Three new subleases generating additional \$30,000 annual. Special Events: Flea Market returns to Building 1 through March. *Little Island Big Ideas*, presented by Treasure Island Museum Association will host lecture titled "Beyond the Tunnel". Ruth Garvanis will be speaking. Lecture is scheduled on Saturday, January 11, 2014 at 10:30 in Building 1. Shoutout to Job Corps for Greasecycling success.

Director Richardson commented on the need to budget for the many planned activities facing in the coming year.

3b. Report by Treasure Island Director

Bob Beck, Treasure Island Director, spoke about development reflected on agenda. Working with The Villages/JSCO to plan and prepare relocation process for TI residents. Recognized efforts of Villages staff to help prepare materials. Discussed working with SF County Transportation Authority (CTA) and SF Municipal Transportation Agency (MTA) in finalizing legislation designation SFCTA as the TI Mobility Management Agency. Discussed meeting with the representative from Port of Oakland and City of Oakland on development on Oakland Army Base Easement. Further details will be discussed later in the agenda. Announced Treasure Island Community Development Requests for Proposals are posted on TIDA's website. Continue to work with Navy on environmental cleanup and EDC MOA to finalize terms. Met with the Navy on language. Down to limited number of issues. Navy to consult with Department of Defense on provisions TIDA proposed. Consulting with San Francisco Public Commission (PUC) on terms of the Utilities Agreement. Hope to have it for the board by the February Board meeting.

96 Director Richardson commented on the relocation plan. Commended staff for diligence in
97 moving quickly to engage with residents.
98 Director Elberling asked if executive session on Navy matters was needed.
99 Director Dunlop commented on the first meeting for the selection process and thought it
100 went really well. Stated it was handled extremely well and professional. Complimented
101 the staff.

102

103 There was no public comment.

104

105 **4. Communications**

106 Jeff Kline, Island Resident, welcomed Director Tsen. Commented on recent media
107 reports regarding radiological contamination in Site 12.

108

109 There was no discussion on Communications by Directors.

110

111 **5. Ongoing Business by Board of Directors**

112 There was no discussion on Ongoing Communications by Directors.

113 There was no public comment.

114

115 **6. Consent Agenda**

116 Director Elberling motioned to remove Items 6 c and d from the Consent Agenda.

117

118 a. Approving the Minutes of the December 11, 2013 Regular Meeting

119

120 b. Adopting of Proposed Small Business Enterprise Procedures for the satisfaction
121 of the SBE Participation Goals embodied in the Jobs and Equal Opportunity
122 Program, an exhibit to the Disposition and Development Agreement

123

124 e. Resolution Authorizing the Treasure Island Director to Execute an Amendment to
125 the Agreement between the Treasure Island Development Authority and
126 Treadwell & Rollo, a Langan Company, for Environmental Engineering
127 Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba
128 Buena Island Development Project

129

130 There was no public comment.

131 Director Dunlop motioned to pass Consent Agenda items 6 a, b, e.

132 Director Samaha seconded the motion to pass Agenda items 6 a, b, e.

133 Consent agenda items 6 a, b, e were passed unanimously.

134

135 c. Resolution Recommending to the San Francisco Board of Supervisors the
136 Designation of the San Francisco County Transportation Authority as the
137 Treasure Island Mobility Management Agency

138

139 Bob Beck, Treasure Island Director, spoke about the recommendation to designate
140 SFCTA to function as TI Mobility Management Agency (TIMMA) for purposes of
141 studying congestion pricing and modeling for the Island and in the future to be
142 responsible for on-Island shuttle operation, resident transit vouchers, and coordination of
143 ferry and AC Transit services for the Island. Authorization to establish TIMMA was

144 passed by the State Legislative in 2008 and through series of MOA's, SFCTA has been
145 working in the role with preliminary recommendation from TIDA Board in 2011,
146 indicating intention to designate SFCTA as TIMMA. Worked with MTA and CTA to
147 finalize language of resolution.

148 Director Elberling commented it's been over 3 years since the last Board presentation on
149 the Transportation Plan and emphasized the need for community input on the
150 implementation of the transportation plan, fees, congestion pricing, and parking meter
151 rates. These issues are the high concern to future residents of Island and the
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339 Community Participation Process as we enter development phase of the project.

340

341 **13. Possible Closed Session to Confer with Real Property Negotiators**

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343 There was no Closed Session.

344 There was no public comment.

345

346 **12. Adjourn**

347 The meeting was adjourned at 3:33 PM.

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY

ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG



EDWIN M. LEE, MAYOR

TREASURE ISLAND DEVELOPMENT AUTHORITY
MEETING AGENDA

February 12, 2014 – 1:30PM

Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

DIRECTORS

Linda Fadeke Richardson, President
Larry Mazzola, Jr., VP
Larry Del Carlo, Secretary
V. Fei Tsen

John Elberling
Jean-Paul Samaha
Mark Dunlop, CFO
Hon. Jane Kim (Ex-Officio)

Mirian Saez, Director of Island Operations
Loraine Lee, Commission Secretary

ORDER OF BUSINESS

1. Call to Order and Roll Call
2. General Public Comment
This item is to allow members of the public to address the Treasure Island Development Authority Board ("Authority Board") on matters that are within the subject matter jurisdiction of the Authority Board and that do not appear on the agenda. In addition to General Public Comment, Public Comment will be held during each item on the agenda. *(Discussion Item)*
Estimated Length of Item: 15 minutes
3. Reports
 - a. Report by Director of Island Operations
This item is to allow the Director of Island Operations to report on staff activities, leasing, health and public safety, utilities, budget, Quality of Life issues, social services, on-Island events and to make general announcements. *(Discussion Item)*
Estimated Length of Item: 15 minutes

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b. Report by Treasure Island Director

This item is to allow the Treasure Island Director to report on the status of environmental remediation and coordination with the Department of the Navy, interactions with other City and State agencies, progress with Treasure Island Community Development in implementation of the Disposition and Development Agreement and related plans, and other activities related to the transfer and development of the former Naval Station Treasure Island. *(Discussion Item)*

Estimated Length of Item: 20 minutes

4. Communications From and Received by TIDA *(Discussion Item)*

Estimated Length of Item: 5 minutes

5. Ongoing Business by Board of Directors *(Discussion Item)*

Estimated Length of Item: 5 minutes

6. CONSENT AGENDA

Estimated Length of Item: 5 minutes (Action Items)

All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

a. Approving the Minutes of the January 8, 2014 Regular Meeting

b. Authorizing the Director of Island Operations to Execute a Fourth Extension of the Loan Agreement with the Fine Arts Museums of San Francisco for the Temporary Loan of the Miguel Covarrubias Mural "Fauna and Flora of the Pacific" *(Action Item)*

c. Resolution Approving and Authorizing the Execution of an Assignment and Assumption of Sublease No. 380 and Consent to Assignment between Wine Valley, Inc., a California corporation and F&B Associates Inc., a California corporation, for restaurant space located at Building 183, Treasure Island

d. Resolution approving revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule, including venue management of Casa de la Vista, the Chapel and Administrative Building One Events

7. Resolution Approving and Authorizing the Execution of a First Amendment to the Professional Services Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative, a California nonprofit corporation, to increase the annual Scope of Services and not to exceed Contract Amount for Fiscal Year 2013-2014 *(Action Item)*

8. Presentation by Treasure Island Director and SFCTA Staff on Treasure Island Transportation Improvement Plan and Treasure Island Mobility Management Study. *(Information Item)*

9. Discussion of Future Agenda Items by Directors *(Discussion Item)*

10. POSSIBLE CLOSED SESSION TO CONFER WITH REAL PROPERTY NEGOTIATORS

If approved by the Authority Board, this closed session will take place for approximately 30 minutes at the end of the meeting

- a. Public comment on all matters pertaining to closed session.
- b. Vote on whether to hold closed session to confer with legal counsel regarding all matters listed below as Conference with Legal Counsel. (Action item)

1.) CONFERENCE WITH REAL PROPERTY NEGOTIATORS-pursuant to Government Code Section 54956.8, and Administrative Code Section 67.8(a)(2) and 67.12(b)(1).

Persons negotiating for the Authority: Bob Beck

Persons negotiating with the Authority: United States Navy, Treasure Island Community Development LLC, Treasure Island Homeless Development Initiative
Property: Former Naval Station Treasure Island

Under Negotiation:

Price: _____ Terms of payment: _____ Both: X

c. Reconvene in open session (Action item)

1.) Possible report on action taken in closed session under Agenda Item 11 (Government Code Section 54957.1(a)(1) and San Francisco Administrative Code Section 67.12(a) and 67.12(b)(1)).

2.) Vote to elect whether to disclose any or all discussions held in closed session (San Francisco Administrative Code Section 67.12(a)).

11. Adjourn

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2nd Floor, One Ave. of Palms, San Francisco, CA 94130 during normal office hours.

Disability Access

The Treasure Island Development Authority holds its regular meetings at San Francisco City Hall. City Hall is accessible to persons using wheelchairs and others with disabilities. Assistive listening devices are available upon request. Agendas are available in large print. Materials in alternative formats and/or American Sign Language interpreters will be made available upon

request. Please make your request for alternative format or other accommodations to the Mayor's Office on Disability 554-6789 (V), 554 6799 (TTY) at least 72 hours prior to the meeting to help ensure availability.

The nearest accessible BART station is Civic Center Plaza at the intersection of Market, Grove, and Hyde Streets. The accessible MUNI Metro lines are the J, K, L, M, and N (Civic Center Station or Van Ness Avenue Station). MUNI bus lines serving the area are the 47 Van Ness, 9 San Bruno, and the 6, 7, 71 Haight/ Noriega. Accessible curbside parking is available on 1 Dr. Carlton B. Goodlett Place and Grove Street. For more information about MUNI accessible services, call 923-6142.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based scented products. Please help the City to accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <http://www.sfgov.org/ethics/>.

KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE

(Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at sotf@sfgov.org.

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, <http://www.sfgov.org>

TIDA REVENUE AS OF 01/31/2014

	As of 1/31/2014	2014 Projected Revenue	Variance	Pct
TI JOINT VENTURE - WINE VALLEY	170,584	295,000	(124,416)	58%
TI SPECIAL EVENTS	186,250	218,850	(32,600)	85%
COMMERCIAL PAYMENTS	2,395,831	3,216,241	(820,410)	74%
FILM	11,000	30,000	(19,000)	37%
YBI CELLSITES/BANNER	141,330	297,720	(156,390)	47%
MARINA	55,600	90,000	(34,400)	62%
HOUSING CAM	250,423	479,472	(229,049)	52%
JOHN STEWART CO.	1,498,163	4,192,274	(2,694,111)	36%
	4,709,181	8,819,557	(4,110,376)	53%

	TIDA Budget 13-14	Expenditures as of 1/31/2014	Balance
A. ADMINISTRATION			
TRAINING, CONFERENCES AND TRAVEL COSTS (02200)	\$20,300	4,446	\$15,415
EMPLOYEE FIELD EXPENSES (LOCAL FIELD EXPENSES) (02300)	\$2,000	-	\$2,000
MEMBERSHIP FEES (02400)	\$6,700	1,803	\$4,897
OPTIONAL AND MARKETING EXPENSE (02500)	\$35,000	9,456	\$25,544
ADMIN PROFESSIONAL & SPECIALIZED SERVICES (02700)		-	
a. TIHDI - OPERATING CONTRACT	\$171,000	83,502	\$87,498
b. TREASURE ISLAND BOYS & GIRLS CLUB HOUSE	\$146,990	25,567	\$121,423
c. TI GYM OPERATIONS YMCA	\$146,775	48,333	\$98,442
d. OTHER PROFESSIONAL SERVICES (02799)	\$45,000	19,855	\$25,145
e. REDEVELOPMENT PROFESSIONAL SERVICES (02799)	\$695,000	349,352	\$345,648
TOTAL ADMINISTRATION	\$1,268,765	\$542,753	\$726,012
PROFESSIONAL & SPECIALIZED SERVICES (2800)			
1. MAINTENANCE SERVICES - BUILDINGS			
A. SCAVENGER SERVICES (Trash Disposal)	\$31,250	15,749	\$15,501
B. JANITORIAL SERVICES (TOOLWORKS)	\$130,000	65,000	\$65,000
C. PEST CONTROL (02803)	\$6,000	1,754	\$3,246
D. GROUNDS MAINTENANCE (RUBICON) (02801)	\$705,000	352,500	\$352,500
E. MAINTENANCE SERVICES (BUILDING) (02899)	\$160,000	-	\$100,000
F. MAINTENANCE SERVICES (FACILITY) (02800)	\$150,000	-	\$100,000
F. MISC. FACILITY (PUBLIC ART HISTORICAL PRESERVATION) (03031)	\$25,000	5,086	\$14,914
2. RENTS & LEASES - EQUIPMENT (03100-03599)	\$50,000	11,535	\$38,465
3. MATERIALS & SUPPLIES (04000)	\$25,000	2,381	\$22,619
4. OTHER MATERIAL AND SUPPLIES - PUBLIC SAFETY (04599)	\$25,000	3,412	\$21,588
TOTAL PROFESSIONAL & SPECIALIZED SERVICES	\$1,241,250	\$457,417	\$783,833
CITY DEPARTMENT WORK-ORDERS			
GENERAL SERVICES AGENCY (081CA)	\$2,164,368	863,390	\$1,300,978
RISK MANAGEMENT SERVICES (OPERATIONS AND REDEVELOPMENT INSURANCE) (081CB)	\$186,500	94,460	\$92,040
TIS-IDS SERVICES (081CI)	\$26,181	13,090	\$13,091
GF-CITY ATTORNEY - LEGAL SERVICES	\$996,558	119,427	\$877,131
TIS-IDS SERVICES (081CS)	\$487	43	\$444
GF-TIS TELEPHONE SERVICES (081ET)	\$13,892	3,873	\$10,019
GF-FIRE (081FC)	\$103,000	-	\$103,000
I. MANAGEMENT TRAINING	\$4,740	-	\$4,740
IS-PURCH-CENTRAL SHOPS-AUTO MAINT (AAO) (081PA)	\$11,660	4,446	\$7,214
IS-PURCH-CENTRAL SHOPS-FUEL STOCK (AAO) (081PF)	\$3,887	1,051	\$2,836
GF - PARKING & TRAFFIC (081PIK)	\$25,000	8,946	\$16,054
IS-PURCH-REPRODUCTION (AAO) (081PR)	\$6,000	99	\$5,901
GF - POLICE SECURITY (SFPP) (081SP)	\$60,087	26,449	\$33,638
GF-PUC- (AAO) (\$880,720 Utility and capital investment , \$150,000 Generators, \$200,000 MOU)	\$1,074,661	522,408	\$552,253
SR-DPW-BUILDING REPAIR (081WB)	\$849,835	275,981	\$573,854
SR-DPW-BUREAU OF STREET ENVIRONMENTAL SERVICES (081WC)	\$154,063	83,973	\$70,090
SR-DPW-BUREAU OF STREETS AND SEWER REPAIR SERVICES (081WR)	\$180,681	7,569	\$173,112
SR-DPW-BUREAU OF URBAN FORESTRY SERVICES (081WU)	\$305,902	145,270	\$160,632
ADM - REAL ESTATE SPECIAL SERVICES (DEPT. OF REAL ESTATE- FACILITIES MGMT) (081WE)	\$32,040	8,766	\$23,274
HUMAN SERVICES AGENCY (081SS)	\$40,000	-	\$40,000
DEPARTMENT OF PUBLIC HEALTH (081HP)	\$50,000	-	\$50,000
TOTAL CITY DEPARTMENT WORK-ORDERS	\$6,309,542	\$2,179,241	\$4,130,301
TOTAL OPERATIONS EXPENDITURES	\$8,819,557	\$3,179,411	\$5,640,146

REVENUES LESS EXPENDITURES AS OF 1/31/2014

\$1,529,770

**Treasure Island Development Authority
Subleases and Permits Executed
Pursuant To Leasing Policy
As of February 7, 2014**

Location / Facility	No.	Status (new / expired)	Company Name / Prospective Subtenant	Start Date	Leasehold Type	Sq. Ft.	Monthly Rent
Building 1, Suites 102, 104	792	New	Utilikilts, LLC	1/15/14	Office	350	\$6,600.00
Land at 13 th and Avenue N	795	New	Mission Constructors, Inc.	2/1/14	Construction Yard	19,500	\$20,400.00
Land at 5 th between M and N	797	New	Bay Tires, NW, Inc.	1/1/14	Land	25,000	\$30,000.00
Building 264	798	New	Lanante Enterprises, Inc.	2/1/14	BBQ School	A: 1,630 B: 400	\$23,800.00
Land between 3 rd and Ave of Palms	803	New	Patrick McCann	2/1/14	Special Events	28,050	\$108,000.0
Great Lawn	P-790	New	America Red Cross	4/1/14	Event	N/A	\$8,000.00
Avenue of the Palms	P-799	New	Compass Choi USA, Inc.	2/2/14	Film	N/A	\$1000.00
Avenue of the Palms	P-800	New	June Again, Inc.	2/5/14	Film	N/A	\$1500.00
Avenue of the Palms	P-802	New	Believe Media, Inc.	2/3/14	Film	N/A	\$1500.00
Quarters 1,2,3	P-804	New	Diary the Movie, LLC	2/6/14	Film	N/A	\$3,500.00
Casa	E-1	New	Stephanie Lee	2/16/214	Event	N/A	\$1580.00
Casa	E-2	New	Brooke DeDiego	8/16/14	Event	N/A	\$4500.00
Casa	E-3	New	Julia Fazio	7/12/14	Event	N/A	\$4500.00
B-1	E-4	New	Greater bay Area Make-A-Wish Foundation, Inc.	1/30/14	Event	N/A	\$5600.00
Chapel	E-5	New	Ryan Christoi	2/16/14	Event	N/A	\$800.00
Chapel	E-6	New	Wendy Gannon	3/29/14	Event	N/A	\$1000.00
Chapel	E-7	New	Rosimeire Herrington	4/5/14	Event	N/A	\$800.00
Chapel, Casa	E-8	New	Ashley Tiffée	4/6/14	Event	N/A	\$2535.00

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY

ONE AVENUE OF THE PALMS
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG



MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Mayor Edwin M. Lee

cc: Steve Kawa, Chief of Staff
Naomi Kelly, City Administrator
Linda Yeung, Deputy City Administrator

From: Mirian Saez, Director of Island Operations *ms*

Date: February 5, 2014

Re: Treasure Island Informational Update

Market Rate Residential Property Manager Request for Proposal

TIDA seeks RFP responses from qualified firms to enter an agreement to lease and manage the Island's market-rate residential housing stock. The original term of the proposed agreement will be four years, with two permitted extensions of three years for each extension. The agreement calls for the selected contractor to be paid a set management fee, together with a participation of profits. Firms with experience working with diverse communities, managing residential relocation and coordinating with Federal and City agencies are desired. The selected contractor must be available to start work on July 1, 2014.

Treasure Island in the Spotlight

KVIE Public Television recently visited the Islands to film a segment of KVIE's "Rob on the Road" program. Host Rob Stewart highlighted Treasure Island's growth as a Recreation Destination and hub for local small businesses as part of a program focused on the **Islands of San Francisco Bay**. The program visited the Island's Special Events venues, athletic fields and multiple on-Island wineries, and is expected to air in February.

Levi's Vintage Clothing has released a "Treasure Island" collection that recalls the "fits, fashions and fabrics" of the 1939-1940 Golden Gate International Exposition. The line includes men's and women's clothing and accessories with

graphics of iconic GGIE attractions including the Gayway and the Tower of the Sun.

The San Francisco skyline from Treasure Island was featured as the judges' backdrop on Fox's "**American Idol**" television program during recent San Francisco-based episodes. TIDA executed a Film Production Use Permit with American Idol Productions Inc. for the shot.

Community Resiliency

TIDA is active in the Department of Emergency Management's **2014 Tsunami Exercise Program**. DEM selected TIDA staff to participate on the Exercise Design Team as well as in the Tabletop and Functional Exercises taking place in March. TIDA will also continue engagement in tsunami response planning during DEM's 2014 review and revision to the City ERP's Tsunami Response Annex.

TIDA has issued a **Request for Qualifications (RFQ)** to identify a consultant to assess the emergency preparedness capabilities of on-Island residential property managers and community-serving agencies. The selected consultant will also issue recommendations on improvements to these **agencies post-disaster resilience and agency operational capabilities** on-Island.

New Leases (in support of small business and job growth)

- "A Taste of Chicago" food cart – Front Gate Viewing Area
- Caviar LA, LLC – YBI Quarters 62 – Film production office for "Diary of a Wimpy Kid"
- Golden State Bridge – Building 1 – YBI Westbound Ramps Project office space
- Utilikilts – Building 1 – Office and storage space
- Sol Rouge LLC – Building 1 – Event production staff office space

Upcoming Special Events

- **Make-A-Wish Wine and Wishes- February 1**
- **Willie L. Brown Bridge Commemoration- February 11**
- **Treasure Island Flea Pop-Up Boutique – February 22-23, March 22-23**
- **Red Cross Gala – April 5**



JAN 15 2014
MSL F/E

MEMORANDUM

To: Mirian Saez, Director of Operations
Treasure Island Development Authority
City of San Francisco
410 Palm Avenue
Building 1, 2nd Floor
San Francisco, CA 94130

Date: April 4, 2013

RE: Base Rent Adjustment for the April 2013 to March 2014 period

Per the Sublease, Development, Marketing and Property Management Agreement between the Treasure Island Development Authority and the John Stewart Company, the Base Rent for the Sublease must be adjusted using a "CPI Adjustment" (Section 15.2). The agreement specifies that the adjustment will use the CPI for Urban and Wage Earners and Clerical Workers published most immediately preceding the Adjustment Date and compare this to the Index published most immediately preceding the prior Lease Year.

The CPI for the San Francisco-Oakland-San Jose area is attached (from the United State Department of Labor, Bureau of Labor Statistics).

Based on the underlying sublease agreement language, the underlying \$500,000 base rent is inflated by CPI increase between 2012 and 2013. Base rent for the 2012-13 periods has been 605,700. The Base Rent for 2013-14 is therefore adjusted as follows:

Year over year adjustment from 2012 to 2013 is $240,262/234,648 = 1.023925$ (see attached)

The new Base Rent adjustment for the upcoming period is:

$$(605,700.00) \times (1.023925) = 620,191.00 \text{ (or } 51,682.59 \text{ monthly)}$$

The adjusted Base Rent payments as prescribed under the sublease will thus be adjusted to \$51,682.59 monthly for the April 2013 to March 2014 period.

Sincerely,


Jeffrey Kohler

Attachments

Cc: John Stewart, JSCo
Connie Le, JSCo
Lynny Lee, JSCo
Dan Stone, JSCo

Loren Sanborn, JSCo
Paula Schlunegger, JSCo
Jack Gardner, JSCo



MEMORANDUM

To: Mirian Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital Jack Gardner, JSCO Dan Stone, JSCO
John Stewart, JSCO Loren Sanborn, JSCO Connie Le, JSCO
Sonya Rosenbach, JSCO Lynny Lee, JSCO

From: Jeffrey Kohler

Date: Jan 21, 2014

Subject: Percentage Rent for Treasure Island Housing Project Sublease for Dec 2013

Enclosed is our payment of Percentage Rent in the amount of \$405,170 for the Dec 2013 period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses reflect a suspension of reserve funding as outlined in the sublease requirements but continue to include accrued funds to pay Possessory Interest charges of the property. In addition, the amount disbursed has been reduced by \$9,378, recouping 1/36th of prior year audit adjustments outlined in the 2010 Audit (with an additional \$13.32 deduction in final repayment month). As of today we have recouped 18/36th of prior year audit adjustment and the balance will need to recoup is \$168,817.

Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of Dec 2013, actual Total Revenues were about 0.61% below budgeted Total Revenues. Total expenses for Dec 2013 were approximately 15.31% below budgeted for the month. The result was that Funds Available for Dec 2013 Distribution were \$436,366 or about 27.12% above budgeted amounts.

Calculation of Percentage Rent

Based on operations, a total of \$436,366 in adjusted Gross Revenues after costs of operations are available for distribution for the Dec 2013 period. These revenues are distributed as follows:

<u>Dec 2013 Distributions</u>	<u>Dec 2013 Actual</u>	<u>Dec 2013 Budgeted</u>
Available for Distribution	\$436,366	\$343,275
Percentage rent for TIDA	\$414,548	\$326,095
Repay Prior overpayment 18th (1/36 th total per period)	-\$9,378	
Net Disbursed as percentage rent to TIDA	\$405,170	\$326,095
Percentage rent for JSCO	\$21,818	\$17,163

This percentage rent breakdown reflects the current year split by TIDA/JSCO. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

Comparison to Budget

12/31/2013

	December-13			YEAR TO DATE (T.I.D.A version)		
	Actual	Budget	Variance	% Variance	Actual	Budget
Total Revenue	984,550	990,558	(6,008)	-0.61%	6,164,393	5,943,367
Marketing Expenses	9,730	8,727	1,003	11.49%	26,992	52,380
Administrative Expenses	75,822	97,953	(22,131)	-22.59%	430,027	587,768
Utilities	146,810	151,569	(4,759)	-3.14%	883,120	909,420
Operating and Maintenance	212,730	200,029	12,701	6.35%	1,276,055	1,200,262
Taxes and Insurance	22,585	39,097	(16,512)	-42.23%	664,340	234,618
% Rent	51,683	51,682	1	0.00%	310,096	310,099
Reserves	-	11,560	(11,560)	-100.00%	34,216	69,360
Replacement (excl. anticipated draw)	28,824	86,666	(57,842)	-66.74%	299,460	520,004
Total Expenses	548,184	647,283	(99,100)	-15.31%	3,924,306	3,883,911
Available for Distribution	436,366	343,275	93,091	27.12%	2,240,087	2,059,456
Available for Distribution	436,366	343,275	93,091	27.12%	2,240,087	2,059,456
TIDA	414,548	326,095	88,436	27.12%	2,128,083	1,956,580
JSCO	21,818	17,163	4,655	27.12%	112,004	102,978

TIDA % Rent Payback (9,378.00)
Net Disbursed as percentage rent to TIDA 405,170.00

CITY & COUNTY OF SAN FRANCISCO

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Treasure Island Development Authority Board of Directors
From: Mirian Saez, Director of Island Operations
Date: February 10, 2014
Re: Use Permit and Film Permit Waivers

The following waivers were granted for the month of January 2014.

Fee Waivers:

- Treasure Island Development Authority, Meeting, January 21, 2014
- Mayor's Office, Event, February 7-February 12, 2014

January 2014 Treasure Island Crime Statistics
 Provided by Officer J. O'Keeffe #681
 on behalf of Captain Redmond, Southern Station



Occ. Date	Case #	Location	Incident Type	Comments
1-Jan-14	140-000-560	1202 Mariner Dr	Burglary	Residents reported that their home was burglarized between 12/31/13 23:20-01/01/14 00:20hrs. A laptop, backpack, camera, cell phone, hard drive, 2 wallets and \$100 was taken out of the home.
1-Jan-14	140-000-225	1410 FLOUNDER CT	Assault & Vandalism	Officers responded to a physical fight between a group of friends and cousins. A vehicle window was smashed during the altercation and one victim was treated for a cut to their upper lip.
2-Jan-14	140-003-332	1129 Mason St	Mental Health Detention	Officers responded to a neighbor needing medical help. The neighbor was detained per 5150 WI.
7-Jan-14	140-020-950	1411 Flounder Ct	Stolen Vehicle	Report of a stolen vehicle.
14-Jan-14	140-040-306	1126 Reeves Ct	Mental Health Detention	Officers detained a subject per 5150 WI.
18-Jan-14	140-053-826	Confidential / Gateview Ave	Domestic Violence	Domestic Violence Report
19-Jan-14	140-054-824	Confidential / Ozbourn Ct	Domestic Violence	Domestic Violence Report
21-Jan-14	140-062-269	2 Avenue of the Palms	Traffic Stop	Driver arrested for driving without a driver's license.
23-Jan-14	140-066-170	1139 Ozbourn Ct	Burglary	Officers responded to a call of a male seen climbing through a window of an apartment. No merit to a burglary. The male was the resident's nephew who lost his key.
23-Jan-14	140-066-700	1395 Gateview Ct	Suspicious Occurrence	V reported that an unknown suspect called her health care and cancelled her benefits.
23-Jan-14	140-066-807	1441 Chinook Ct	Stolen Vehicle	Stolen vehicle located and recovered.
23-Jan-14	140-066-932	1224 Bayside Dr	Fraud Incident	V reported a fraud that occurred on 12/20/13.
24-Jan-14	140-070-228	1227 Northpoint Dr	Misc. Investigation	Residents responded to Taravel Station to report an ongoing dispute with a roommate.
25-Jan-14	140-074-117	1441 Chinook Ct	Battery	Domestic battery.
26-Jan-14	140-076-549	401 13th St	Auto Boost	V reported that after parking her vehicle, the driver's side window was smashed and several items were taken out of her vehicle.
28-Jan-14	140-083-243	1133 Mason Ct	Attempted Suicide	Officers responded to a call of an adult subject who attempted to commit suicide by overdosing on prescription medication. Paramedics arrived and transported to the hospital.
31-Jan-14	140-091-440	143 Northport Dr	Vehicle Vandalism	Victim found rear window of his vehicle smashed. No property was reported missing. Occurred between 0800-1155am.

TI01 - TI Case Summary

Open

CASE ID	OPEN DT	CATEGORY	TYPE	LOCATION	OTHER DESCRIPTION	AGENCY
2808878	9/9/2013 10:01:09 PM	General Requests	puc - sewer - request_for_service	Intersection of AVENUE OF THE PALMS and TREASURE ISLAND RD	Avenue Of The Palms --- Requesting a Vactor for 9/10/13 - AM - Pls call South east plant Watch Chief @ 920-4700 with eta and for any additional info needed. Send To: PUC - Sewer - G	PUC Sewer
2825033	9/13/2013 2:37:10 PM	General Requests	dpw - bses - complaint	Intersection of CHINOOK CT and	Chinook (treasure island) --- The street cleaner came but did not do the street the customer lives. Customer said this happens very often. It looks really bad. We did not use 'missed route' service request because technically cleaner was there, just did not clean.	DPW BSES
3072803	11/16/2013 10:43:12 PM	Sign Repair	Sign - Faded	Intersection of CHINOOK CT and CROAKER CT	No parking sign is completely faded.	SSD - Field Operations
3128730	12/4/2013 3:27:03 AM	Streetlights	Streetlight - Light Burnt Out	1408 STURGEON ST, SAN FRANCISCO, CA 94130	Light out	PUC Power
3128734	12/4/2013 4:00:36 AM	Sign Repair	Sign - Missing	Intersection of EXPOSITION DR and GATEVIEW AVE	Missing Signage	SSD - Field Operations
3128735	12/4/2013 4:05:54 AM	Sign Repair	Sign - Missing	Intersection of 13TH TI ST and EXPOSITION DR		SSD - Field Operations
3211289	12/28/2013 11:25:05 PM	Streetlights	Streetlight - Light Burnt Out	Intersection of 13TH TI ST and AVENUE H	Pole Number 3 A 40	PUC Power
3224791	1/2/2014 10:06:27 AM	Sewer Issues	Sewage_back_up	1226 BAYSIDE DR, SAN FRANCISCO,	On Treasure Island --- Caller says that they need hose down the tank, Caller says that the smell is Horrible and is affecting the neighbor next door very strong / Order.	PUC Sewer
3316865	1/29/2014 7:14:32 AM	General Requests	puc - sewer - complaint	Intersection of 13TH TI ST and AVENUE M		PUC Sewer
3331604	2/2/2014 10:51:39 PM	Sidewalk or Curb	sidewalk_other	Intersection of CROAKER CT and	Curb not painted / sign posted indicates "no parking anytime" yet the curb is not painted red. Needs to be painted for no parking.	DPW BSM

Closed

CASE ID	OPEN DT	CATEGORY	TYPE	LOCATION	OTHER DESCRIPTION	AGENCY
3255117	1/10/2014 7:25:48 AM	Graffiti Public Property	Offensive Graffiti on Public Property	1225 NORTH POINT DR, SAN FRANCISCO, CA. 94130	Graffiti on Treasure Island	SSD - Field Operations
3270831	1/14/2014 2:16:20 PM	MUNI Feedback	MUNI - Conduct_Inattentiveness_N	NORTHPOINT DR		Customer Service
3284843	1/18/2014 12:22:18 PM	Graffiti Public Property	Offensive Graffiti on Public Property	1244 NORTH POINT DR, SAN FRANCISCO, CA. 94130		SSD - Field Operations
3290232	1/20/2014 1:49:54 PM	General Requests	dpw - bses - complaint	Intersection of 9TH TT ST and AVENUE H	At the above location in front of the baseball diamond --- illegal dumping on treasure island items came from Raul Gonzalez bay cities painting and decorating Pier 28 the Embarcadero San Francisco, CA They dumped about 7 big bags of empty thinner and paint buckets. Caller did not see who dumped the items bus can see where it came from.	DPW BSES
3296015	1/22/2014 10:26:22 AM	Street and Sidewalk Cleaning	Sidewalk_Cleaning	Intersection of 13TH TT ST and AVENUE E	the name is all over the trash including receipts	DPW BSES BUF
3301970	1/24/2014 1:38:32 AM	Streetslights	Streetslight - Light Burnt - Out	Intersection of 12TH TT ST and AVENUE B	On 13th at Ave E --- some loose garbage needs to be swept	Graffiti PUC Power
3301974	1/24/2014 1:57:22 AM	Streetslights	Streetslight - Light Burnt - Out	Intersection of 13TH TT ST and AVENUE H	400Watt Bulb	PUC Streetslights
3301987	1/24/2014 2:47:29 AM	Streetslights	Streetslight - Other	Intersection of CLIPPER COVE WAY	Causeway/Parking lot lights out	PUC Power
3307030	1/25/2014 5:40:03 PM	Graffiti Public Property	Offensive Graffiti on Public Property	1244 NORTH POINT DR, SAN FRANCISCO, CA. 94130		SSD - Field Operations
3319498	1/29/2014 4:28:08 PM	Graffiti Public Property	Offensive Graffiti on Public Property	1244 NORTH POINT DR, SAN FRANCISCO, CA. 94130		SSD - Field Operations

News Releases

The latest news and announcements from Mayor Lee

Mayor Lee Announces Pedestrian Safety Awareness Campaign to Launch in February

"Be Nice, Look Twice" Campaign to Launch as SFPD Amplifies Enforcement & SFMTA Secures \$2.9 Million in Federal Funds for Pedestrian Safety Projects

Posted Date: 1/15/2014

Mayor Edwin M. Lee joined by San Francisco Municipal Transportation Agency (SFMTA), San Francisco Police Department (SFPD) and San Francisco Fire Department (SFFD) announced the new "Be Nice, Look Twice" public awareness campaign, which will launch in February. The campaign will remind all road users to not only slow down and pay more attention to their surroundings, but also help and care for one another as we all travel San Francisco's streets and sidewalks.

"Pedestrian safety continues to be a key focus as our City grows," said Mayor Lee. "San Francisco is a City that walks, and we all have a shared responsibility to protect and care for the most vulnerable users on our City streets. By looking out for each other and by driving more slowly and carefully, we can make a big impact on improving safety for those walking in San Francisco. This new campaign will be culturally competent and will touch all corners of San Francisco."

The campaign will also increase the safety of City streets by targeting trucks and construction vehicles, especially around hot spots of infrastructure and construction work with new training and safety programs by 2015.

In addition to new public awareness campaigns and safety training, the SFPD will increase enforcement on City streets with a 12 percent increase to the Department's motorcycle force. The SFPD will target 50 intersections Citywide, leveraging the latest City data to identify and target hotspots. All 10 district stations will participate in the increased enforcement.

"Enforcement of traffic laws continues to be a critical piece to improving pedestrian safety. Enforcement educates drivers about the rules of the road," said SFPD Chief of Police Greg Suhr. "One of the most effective ways to reduce serious injuries and fatalities has proven to be through targeted enforcement. It is with this in mind that we came up with our 'Focus on the Five' strategy where we have been focusing on the five most dangerous intersections in each of our 10 police districts, looking for the violations most responsible for collisions. We are committed to keeping our residents and visitors safe."

Mayor Lee and SFMTA also announced today that it has received federal funding for pedestrian safety projects on South Van Ness Avenue and Polk Street with anticipated construction in 2017. As part of the City's focus on pedestrian safety and a proactive approach to identifying funds for projects that make walking and street crossing safer, the SFMTA applied for the Federal Highway Administration's Highway Safety Improvement Program (HSIP) funds in 2013. The purpose of the HSIP program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads.

SFMTA has now secured approximately \$2.9 million to design and construct upgrades of existing traffic signals, new accessible curb ramps compliant with the Americans with Disabilities Act (ADA), and pedestrian countdown signals at key intersections on South Van Ness Avenue and Polk Street.

"Incorporating more pedestrian safety measures into our City's landscape and raising public awareness about traffic safety is a crucial element in our work as we continue to build a safer, comprehensive and innovative transportation network," said SFMTA Director of Transportation Edward D. Reiskin. "The SFMTA will continue its proactive approach in finding and fighting for the capital resources that empower us to make walking and street crossing safer in San Francisco."

To improve pedestrian safety on South Van Ness Avenue, the SFMTA will focus efforts at seven key intersections: 14th, 15th, 16th, 17th, 18th, 19th and 20th Streets. On Polk Street, 9 key intersections will also be prioritized: Union, Broadway, Pacific, Jackson, Washington, Clay, Sacramento, California and Post Streets. Collectively, the intersections on these corridors have demonstrated both a need for enhanced pedestrian signal work as well as general safety measures to address the disproportionate amount of collisions taking place at these locations. Of the HSIP funds, \$1.47 million will be allocated to work on South Van Ness Avenue and \$1.42 million on Polk Street, with construction at both locations to take place in 2017.

"As first responders to the scenes of traffic collisions, we see the importance of creating safer streets for all road users. We're continuing to collaborate to make a difference and address preventable collisions," said SFFD Fire Chief Joanne Hayes-White.

With San Francisco's goal to reduce serious pedestrian injuries and fatalities by 50 percent in seven years, a number of key city departments also recently launched the community outreach program for WalkFirst, a joint project of the SFMTA, the San Francisco Planning Department, the Department of Public Health and the Controller's Office. WalkFirst builds on past city efforts to improve pedestrian safety and walkability by prioritizing five years of capital improvements to meet the City's Pedestrian Strategy goals that the Mayor announced in April 2013 to make San Francisco a safer place to walk.

The public is invited to share their thoughts on what the City should fund to improve pedestrian safety by proposing possible prioritization solutions on the newly launched WalkFirst interactive tool. For more information, go to: <http://walkfirst.sfpplanning.org>.
More News »

Office of the Mayor Edwin Lee
City & County of San Francisco
Executive Directive
Water Conservation Efforts
by San Francisco City and County Government
February 14, 2014

San Francisco is leading the way when it comes to conserving water. San Franciscans have some of the lowest water use in California, and the City has taken steps to help residents and businesses become even more efficient in their water use. In 2009, the City and County of San Francisco passed two water conservation ordinances for residential and commercial properties to install high-efficiency plumbing fixtures. The San Francisco Public Utilities Commission (SFPUC) offers financial incentives and technical assistance to replace inefficient plumbing fixtures for retail water customers. Additionally, the SFPUC is diversifying our water supply by developing groundwater and recycled water.

Snowmelt from the Sierra Nevada is the primary drinking water source for 2.6 million people in the San Francisco Bay Area. In 2013, California experienced one of the driest years on record, setting the stage for reduced water storage levels and possible first year drought conditions. These conditions have persisted in 2014, which could be the driest water year in the state's history. Precipitation has been less than 10 percent of normal so far for the year. After two years of below-average rainfall in California, Governor Jerry Brown declared a statewide drought in January 2014. Given the current conditions in California, the City and County of San Francisco is requesting its water customers to reduce overall water consumption in San Francisco by 10 percent. Reducing water usage is essential to stretching our water supplies during this time of drought.

City agencies have made great strides to use less water. Since the last period of voluntary rationing in 2007, water use by City departments has declined by 22%. While many departments have implemented water conservation measures, there is still room to improve and save more water. Therefore, with this Executive Directive, I am outlining actions City departments can pursue to further reduce their consumption of water.

By virtue of the power and authority vested in me by Section 3.100 of the San Francisco Charter to provide administration and oversight of all departments and governmental units in the Executive Branch of the City and County of San Francisco, I hereby issue this Executive Directive to become effective immediately:

Reduce consumption by 10 percent. All departments are directed to take steps immediately to reduce their water consumption by at least 10 percent.

Develop a Water Conservation Plan. By August 1, 2014 all departments shall develop a Water Conservation Plan that includes:

- A departmental contact for water conservation efforts.
- An inventory of all departmental plumbing fixtures and their flow rates, including toilets, urinals, faucets, and showerheads.
- Timeline for retrofitting inefficient plumbing fixtures with high-efficiency models.
- A list of best management practices that departments will implement to achieve water-efficient operations and maintenance of parks, medians and other irrigated landscapes.

Pursue non-potable water sources for street cleaning. By April 1, 2014, develop a plan and timeline for replacing potable water with non-potable water sources for street cleaning.

Educate staff and visitors on water conservation practices. Effective immediately, all departments shall educate employees and facility visitors about the efficient use of water at City facilities and the need to conserve.

The SFPUC can provide departments with assistance to comply with this Executive Directive. Please contact Steven Ritchie, Assistant General Manager, SFPUC (415-934-5736, sritchie@sfwater.org) or Paula Kehoe, Director of Water Resources, SFPUC (415-554-0792, pkehoe@sfwater.org).

Edwin Lee
Mayor

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[Levi's Vintage Clothing](http://hypebeast.com/search?s=Levi%27s+Vintage+Clothing)(<http://hypebeast.com/search?s=Levi%27s+Vintage+Clothing>) is consistently impressive in its ability to that is nostalgic in its high quality, and for this latest lookbook LVC presents its 2013 spring/summer collection in faithful style. In what sounds like a memorable real-life event, a man-made "Treasure Island" was built in the middle of San Francisco for the San Francisco World's Fair, and for the occasion Levi's set up a mechanical rodeo featuring wooden puppets in rodeo stars from the time, dressed in miniature Levi's outfits. The "Treasure Island" lookbook brings us back to the days of archival pieces that are complimented nicely by vintage photography. Offering up another concise vision of heritage, better look at the collection on the Levi's [site](http://levisvintageclothing.com/collection_type/tisland/)(http://levisvintageclothing.com/collection_type/tisland/).

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Vallejo High graduate Mark Muñoz to raise money for people in Philippines hurt by hurricane

By Jose San Mateo/Times-Herald sports writer
(mailto:jsanmateo@timesheraldonline.com?subject=Vallejo Times Herald:)

POSTED: 01/10/2014 12:56:56 AM PST

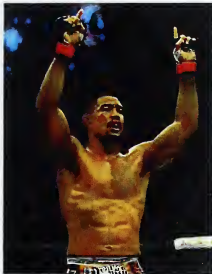
Sometimes, the best career move to make is taking a step back.

Such is the case former Vallejo High wrestling star Mark Muñoz.

The former Apache and two-time NCAA wrestling champion turned Mixed Martial Artist was once a top contender for the UFC middleweight title.

Injuries and a pair of losses as have derailed his chances at the belt at this point, but Muñoz has other priorities at the moment. He will be at Treasure Island in San Francisco on Saturday raising money for victims of Hurricane Yolanda.

Muñoz's parents were both born in the Philippines and after the Hurricane struck, he felt the need to help.



<http://portal/article/html/imageDisplay.jsp?contentItemRelationshipId=5654269>

Mark Muñoz's Mixed Martial Arts career has been hurt by injuries. (Courtesy photo)

"It's crazy the devastation of storms," Muñoz said. "I'm of Filipino descent and I wanted to give back. This is a way to use my talents to give back to my country."

Muñoz will teach classes on MMA and wrestling to kids and adults with all proceeds going to benefit victims of the typhoon. Wrestling classes for kindergarten through college will cost \$40 dollars and ones for adults will cost \$80.

Muñoz hit a rough patch in his career after going 8-1 in his previous nine fights as a UFC middleweight. He was a win away from a title shot when injuries took their toll.

Two years ago, he injured his elbow while training for a match against Chael Sonnen. The winner would have gone on to face then-middleweight champion Anderson Silva.

He faced a similar bout in July 2012 against Chris Weidman at HP Pavilion in San Jose. The fight was a lopsided affair as Weidman knocked him out with an elbow. Weidman went on to beat Silva and grab the middleweight crown.

Muñoz left with a bum elbow and broken foot, which took him out for a year. He said it was a mistake to take that fight.

"The fight was too soon and they needed a main event so they really wanted me there," Muñoz said. "I ended up doing it and that was a decision that should have gone a different way. ... After, I went in to depression and it was a tough time. You go through life experiencing things and for me that experience definitely shook me."

Muñoz won in his return fight to the UFC against Tim Boetsch a year later, but another unfortunate incident occurred.

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19hrs

Jose San Mateo

Vallejo's Devon Burrell talks about the Redef come and online off season.

He was slated to fight Michael Bisping at UFC Fight Night 30 last October, but an injury to Bisping forced him into a bout against his training partner, Lyoto Machida.

"We were training together; it was an awkward situation," Muñoz said. "He is a fight friend and training partner."

Muñoz watched UFC 168 at a viewing party in Concord when Silva broke his left leg in the championship bout against Weidman. Silva's absence for an extended period opens the door for other middleweights.

"His injury definitely opens up the division big time," Muñoz said. "I'm excited to get back in there. It behooves me to train hard."

He currently has no fights scheduled and is in a "holding pattern." Muñoz is ready and waiting for his next shot in the octagon.

"I'm completely healthy and everything is good," Muñoz said.

If You Go

When: Saturday

What: Mark Muñoz MMA Wrestling Seminar.

Where: 401 California Ave. San Francisco CA.

Cost: \$40 (Wrestling Kindergarten-College), \$80 (MMA Wrestling)

For more information: www.anarkmunozmma.com

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A San Francisco winery cruise

By Susan Hathaway, correspondent

POSTED: 01/14/2014 12:00:00 PM PST | UPDATED: 13 DAYS AGO

Any thoughts of stiff breezes and city fog evaporate as you step into the salon of the vintage Neptune cruiser docked at Pier 39 and pick up a glass of sparkling wine.

You're soon underway, sleek seals and spectacular Bay views slipping by as you quaff your bubbly, nibble cheese and fruit, and await the landing at Treasure Island. Pleasantly ensconced in the boat's heated cabin with 18 other happy oenophiles, you vow never to drive to a wine tasting again.

"For me, this was perfect," says Laura Miles of San Rafael, who has taken two wine cruises aboard the Neptune -- so far.

Sure, it's a short drive to Treasure Island and the Bay Area's other urban wineries, but it's even better to go wine-tasting by boat, bicycle, public transportation or on foot.



[http://article/html/imageDisplay.jsp?contentItemRelationshipId=6560655](#)

Wine lovers can tour the Bay Bridge wineries on Treasure Island via a retro 1950s cruise boat. (SF Winery Cruise)

By sea

The wine cruise to Treasure Island includes tastings at the three wineries along the island's west side, near the small boat harbor: The Winery SF, Vie and Sol Rouge. Besides sipping, visitors can play bocce on the courts next to Vie, against a city skyline backdrop, or enjoy a snack at one of the picnic tables nearby.

After a few hours of whistle-wetting, the last thing cruise participants focus on is the Bay's notoriously fierce afternoon gusts. According to the Neptune's owner, Melissa McDowell, when gusts return to the boat, "They're so relaxed and loose they don't

notice that it's rougher. They stand outside and get splashed, and they love it"

(And if you're lucky enough to have your own boat, you can dock it at the island's harbor, where east-side wineries will pick up prospective tasters by prior arrangement.)

Or hop aboard San Francisco Muni's Route 108 and spend your day exploring the square-mile island's 14 wineries on foot. This funky former naval base is surely the state's most unconventional wine country, with various operations utilizing a former military brig, naval hangar, onetime food storage facility and multiple old warehouses.

According to Robert Amox, owner of the island's winery incubator, Bodega Wine Estates, walking "can be a bit of a trek, but it's a good thing because it paces you between tastings." (Tip: Step onto Muni as it makes its regular stops, and you'll save a little shoe leather.)

This small, flat island is copacetic for cycling and rollerblading, too, but requires transporting your own equipment.

By bicycle

Those wanting to keep cars out of the equation but still dive into the urban winery scene need look no further than the popular bicycle winery tours on San Francisco's mainland and in the East Bay, led by people such as Arianne Goodman, founder of Gears & Grapes

Caterina, a San Francisco-based bike touring company. Bicycle tours are common in Sonoma and

SPECIAL SECTION

- [Guide to Bay Bridge wineries](#)
(<http://www.mercurynews.com/bay-bridge-wine/>)



Happening Around the Bay Area

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Technology Agency Launches New Mobile Template

Technology Agency Secretary Carlos Ramos announced the launch of a new California State Mobile Web Template, Version 3.0 at the Government M...



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An East Bay winery bicycle tour group heads for a wine tasting near Jack London Square and the Oakland Estuary. (East Bay Winery Bike Tours)



Im
[Natalie Almd](#)

The casket is loaded into the hearse as officers look on. #BARTofficershot
[@ireidabavane](#)

Napa, so expanding that to the city made perfect sense. Now, Goodman says, "People are getting over the hurdle -- 'Oh, there's wine being made in San Francisco?'"

The requirements are simple: "All you have to do is be ready to have fun and try wine." And if pedaling and sipping seem incompatible in a car-intense metropolis, Goodman is quick to offer reassurance: Her guests use bike lanes and the group emphasizes safe-riding practices.

The situation is similarly encouraging on cycle wine tours in the East Bay. "So far, I've had about 2,100 riders and I've never had a problem with someone having too much to drink," says Jon Zalon, who runs East Bay Winery Bike Tours.

Nor are the routes challenging. "I warn people on our Berkeley ride that we have a really huge 20-foot hill to go up. That's it," he laughs.

Zalon offers tour loops to wineries in Alameda and Oakland/Berkeley, but he's waiting impatiently for the stunning new pedestrian/bike path on the Bay Bridge's eastern section to extend to Treasure Island so he can organize a third loop.

"That's supposed to be my top secret," he says. "Don't tell anybody."

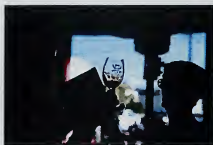
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San Francisco Winery Cruise: This classic 1958 cabin cruiser departs from Pier 39, and the package includes the boat trip, local wines and snacks on board, plus wine flights at three Treasure Island wineries. Most trips take place on Sundays. \$159 per person, but various deals can be found online. www.sfwinerycruise.com (<http://www.sfwinerycruise.com>).

Gears & Grapes City Wine Tour: Participants pedal to three San Francisco city wineries for tastings on this afternoon tour, then enjoy dinner with wine at a SOMA restaurant. The \$99 cost includes bike and helmet usage plus dinner, but not tasting fees. By appointment on weekends (and some weekdays after Memorial Day). www.gearsandgrapes.com (<http://www.gearsandgrapes.com>).

East Bay Winery Bike Tours: Starting at Jack London Square, this easy-riding trip covers an Alameda loop or an Oakland/Berkeley loop. The \$89 fee includes bike and helmet usage, snacks and gourmet picnic lunch plus tastings. Saturdays or by appointment. www.eastbaywinerybiketours.com (<http://www.eastbaywinerybiketours.com>).

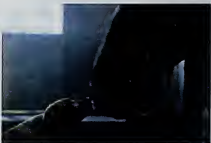
Bus to Treasure Island: Self-guided wine tours without the need for a designated driver are a wise way to experience the thriving winery scene on this tiny island. Route 108 on Muni departs and returns to the terminal in SOMA multiple times daily and makes several stops on Treasure Island. <http://transit.sfp.org> (<http://transit.sfp.org>).



Bob Miller, left, and his wife Kim Potter, of San Francisco, enjoy a glass of Pinot Noir during the Winter Solstice Wine Tasting and Grilled Cheese event at Treasure Island Wines on Treasure Island in San Francisco, Calif., on Saturday, Dec. 21, 2013. Treasure Island Wines shares the warehouse with ...



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Treasure Island a trove of diverse wineries

POSTED: 01/14/2014 03:06:00 PM PST | UPDATED: 12 DAYS AGO

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Winemaker Derek Rohlf, of Bravum Wines, on Treasure Island, samples some of his Pinot Noir from the barrel in San Francisco, Calif., on Friday, Jan. 3, 2014. (Dan Rosenstrauch/Bay Area News Group)

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unloaded outside Neighborhood Church
of Castro Valley. [#bartshooting](#)

crystal-blue San Francisco Bay views, is home to 14 wineries (with a 15th in the works). The wine scene started less than a decade ago, and, once word spread that the island remains a wine-friendly 55 to 65 degrees year-round, making it perfect for producing and aging wines, vintners from around Northern California began setting up cellars.

The wines are as diverse as the winemakers who craft them -- from Patrick Bowen, who specializes in sulfite-free wines at Fat Grape Winery, to Pat Hoffman of Hoffman Family Cellars, zinnaster for the Headbanger wines and board president of the Sonoma Valley Vintners & Growers Alliance.

The majority of the wineries are open weekends only and can be found in two warehouses (Treasure Island Wines and Bodega Wine Estates) that are walking distance apart, with Sol Rouge, Vie, and The Winery SF located in a cluster at the island's entrance. Here's a sampling of the wineries we felt had the most interesting wines and stories on our visit -- plus a few suggestions for lunch. Hop around and taste for yourself.

Vie: Winemaker Bryan Kane's mid-tier wines (he also owns The Winery and Sol Rouge), housed in a tasting barn with an outdoor bocce ball court, are very impressive, from the bracing 2009 Lake County Roussane to the 2008 L'Imaginaire Santa Barbara Grenache, a dead ringer for Chateauf-neuf-du-pape. Vie's focus is on Rhone and zinfandel-based wines made from coveted sources, like the Beatty Ranch Vineyard on Napa's Howell Mountain. (400 California Ave., Building 448; www.viewinery.com (<http://www.viewinery.com>))

Sol Rouge: Next door, the wines are ultra-premium and sourced from Kane's estate vineyard in Lake County. Wine educator and tasting room manager Tony Collins plays tunes from The Smiths and Morrissey while having you taste through revelatory wines, like the 2009 Syrah, made from a combination of four clones, to the double-gold medal winning 2008 Petite Sirah. Ask for a bonus pour of 2007's The Keep, a syrah-based Rhone blend of Kane's best lots. (400 California Ave., Building 141; solrouge.com (<http://solrouge.com>))

Lunch: Wine tasting requires sustenance. For simple bamburger and fries, head to Treasure Bar & Grill (60 Clipper Cove Way) or, on the weekend of every month, brave the crowds at the flea market draws dozens of food trucks, Cluck It Up and Frozen Kuhsterd, to the island. Otherwise, bring a picnic, grab a bench outside Sol Rouge or anywhere on the island, and enjoy those killer sailboat views.

Morningwood: Former Russian River Valley grower Robert Amox started his winery, housed inside his collective, Bodega Wine Estates, to the joy of drinking aged wines with consumers. Amox's current releases are vintages older than the industry's standard, including his reserve 2006 Russian River Valley chardonnay and the 2005 Sonoma County Cabernet Sauvignon, which were both showing beautifully on our visit. Interesting concept. (751 13th St.)

Leaf & Vine: UC Davis-trained Timothy Keith showcases his single vineyard-designate wines inside Bodega Wine Estates along with Stein Family Wines and Mosswood Distillers. Serious white-wine drinkers should make the trip for Keith's stunning, Bordeaux-style 2012 Sauvignon Blanc. His micro-production of Lodi and Napa Valley Cabernet Sauvignon also will wow you. (751 13th St; <http://leafandvine.com> (<http://leafandvine.com>))

Bravium: Derek Rohlfis specializes in cool-climate chardonnay and pinot noir from California. Located inside Treasure Island Wines, a collective including Eristavi, Heartfelt and the flagship Treasure Island Wines, Rohlfis' wines are elegant, unfined and unfiltered; ask for the creamy 2011 Russian River Valley Chardonnay, which has an oceanic minerality, or the newly released, juicy 2011 Rosé of Pinot Noir from Dry Creek Valley. The collective has benches outside so you can fuel

up with leftover picnic snacks before hitting the road. (995 Ninth St.; <http://bravium.com> (<http://bravium.com>))

-- Jessica Yadegaran

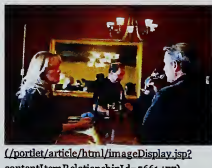
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Tom Hiller, left, chats with Donald Smith, of San Jose, who drives a red zinfandel, as Robert Amox, back center, owner of Bodega Wine Estates, talks with other patrons during the Winter Solstice Wine Tasting at this winery on Treasure Island in San Francisco, Calif., on Saturday, Dec. 21, 2013. (Ray Chavez/Bay Area News Group)



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Why an urban winery?

By Jessica Yadegaran, Bay Area News Group

POSTED: 01/15/2014 12:08:30 PM PST

UPDATED: 01/15/2014 12:08:33 PM PST



Bob Miller, left, and his wife Kim Potter, of San Francisco, enjoy a glass of Pinot Noir during the Winter Solstice Wine Tasting and Grilled Cheese event at Treasure Island Wines on Treasure Island in San Francisco, Calif., on Saturday, Dec. 21, 2013. Treasure Island Wines

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There's no majestic estate. No grapevines out back. And, instead of pests, these winery dogs chase street traffic and sidewalk skateboards.

Urban vinting may seem like a new or unusual concept, but it is as central to the history and success of the California wine industry as the Mission grape or the buttery chardonnay, from the pre-Prohibition commercial cellars in San Francisco to the first zinfandel Kent Rosenblum made on the docks of Alameda.

The majority of Bay Bridge wineries have sprouted in the last decade. Today, there are 50 in San Francisco, the East Bay and perched midway across the bridge. Most are small and family-owned, and some are making wines so good, the only reason you don't know about them is because their entire allocation has been snapped up by Gary Danko.

These vintners make wine here because they live here; because they can't afford to buy land in Napa, and, quite frankly, don't want to be limited by doing so. By chasing the best fruit and making wine for, in, and sometimes with the community, these winemakers are stalwarts of sustainability and locavore-living. They are challenging long-held beliefs that fine wines must be made next to vines or that credible winemakers focus on one varietal.

Marilee Shaffer of Oakland's Urban Legend Cellars couldn't imagine making wine any other way.

"We believe that our location actually liberates us to embrace a diversity of flavor and be absolutely devoted to terroir, because we can go where the variety is best suited," says Shaffer, who sources pinot noir from Napa's Carneros region and sangiovese from the Sierra foothills, where Italian

varietals thrive.

Wine educator and historian Karen MacNeil says the urban wine movement is a reflection of the "wild West spirit" of those late 1970s and early 1980s "mavericks," like Rosenblum, Berkeley's Steve Edmunds and Rick Longoria of Lompoc's Wine Ghetto.

"They developed their own wine equivalent of the counterculture, and it continues today," says MacNeil, author of "The Wine Bible" (Workman, 2000) and chairman of the Rudd Center for Professional Wine Studies at the Culinary Institute of America in St. Helena. "This is no-glitz winemaking. 'Just give me the grapes and let me do it.'"

It is no-glitz on the consumer side, too. In 2004, when Bryan Kane envisioned a winery for the people of San Francisco, the former Copain winemaker says he wanted to build something that was accessible to everyone.

"I wanted a fun place people could come, whether they're wine enthusiasts or just wine-curious, taste great wine, and have an experience that wasn't snooty or hoity-toity," says Kane, whose partnership has since opened Treasure Island's The Winery SF along with Vie and Sol Rouge, which specialize in premium Rhone-style wines.

Everywhere you sip, from abandoned naval stations to former airplane hangars, the community spirit is palpable, whether you're strolling Bluxome Street Winery's monthly "Meet Market" in San Francisco's SOMA or taking in the sustainable art at Two Mile Wines in the 25th Street Collective, an incubator in the center of Oakland's Art Murmur.

Winemaker Bill Bedsworth says Two Mile Wines feels like a neighborhood cafe, a place people can stop in to learn about and taste wine in a "non-snobby" environment.

"There's no reason for people to feel like wine is for a special group of learned people who've studied it," he says. "I've been at the winery tasting with a tattooed biker and a single mom who walked over with her family. We believe there are benefits to having the wine you drink made locally, not the least of which is easily connecting with the people who make it and actually getting involved yourself if you're interested."

Restaurateur Lev Delany of Chop Bar agrees. That's why several of the wines on his list come from within 10 miles of the Oakland restaurant. "If someone was visiting and wanted to experience what Oakland has to offer, I'd serve them a classic zinfandel from Dashe or one of Urban Legend's quaffable wines."

Closer and fresher is better, but it's not the only reason Mark Mendoza, wine director for the Daniel Patterson Group, which includes Oakland's Haven and Plum, has featured Donkey & Goat, Dashe Cellars and JC Cellars on his wine list.

"They are doing all the right things, going after the best vineyards," Mendoza says. "Some are sourcing organic or even biodynamic, too."

And, as MacNeil points out, influential wine critics like Robert Parker and Wine Spectator, which came of age in the late 1970s at the same time as those first urban wineries, have never cared if a winery had a "palatial spread."

"They were evaluating the wine alone," she says.

They still are. Jeff Cohn of JC Cellars is what you'd call a Parker darling, regularly scoring above 90 points for his luscious syrahs and elegant zinfandels since he started the Oakland winery in 1996.

Even after achieving success, he's still not budging, except to move to a larger facility this summer. At 7,500 cases, he's outgrown the warehouse he shares with Dashe Cellars.

"The going-after-the-fruit is never going to change for me," he says. "I've maintained those relationships with grape growers since the mid 1990s and even some from before that. This makes the most sense."

Reach Jessica Yadegaran at jyadegaran@bayareanewsgroup.com. Follow her at [Twitter.com/swirlgirl_iv](https://twitter.com/swirlgirl_iv) (https://twitter.com/swirlgirl_iv).

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Maceo May - Swords to Plowshares veterans advocate - dies

Kevin Fagan

Published 4:41 pm, Wednesday, January 15, 2014

Maceo May, whose national advocacy for homeless military veterans in the 1980s and '90s led to more housing for the needy and a better understanding of post-traumatic stress disorder, died Friday. He was 67.

Mr. May, an Oakland resident, died of heart failure at the San Francisco Veterans Administration Medical Center after a long battle with diabetes.

He worked from 1988 to 2000 in San Francisco at Swords to Plowshares, which helps former members of the military transition into civilian life and specializes in helping homeless veterans. He started out as a counselor, rose quickly to become Swords to Plowshares' housing director and oversaw the expansion of the agency's veterans housing from 15 units to 200.

While at Swords, Mr. May served on the Congressional Black Caucus Veterans Braintrust, which advises members of Congress on issues affecting African Americans who have served in the military, and the National Coalition for Homeless Veterans. He also did a stint as president of the San Francisco Veterans Affairs Commission and was the first president of the Treasure Island Homeless Development Initiative.

His interest in veterans affairs grew out of his time in the Army from 1965 to 1970. He served two of those years as a helicopter door gunner in Vietnam and was honorably discharged as a corporal.

Relatives said he had volunteered for combat duty in Vietnam to keep his twin brother, Marco, from having to serve there. Marco May was also in the Army, and military policy allowed siblings to be exempted from a combat zone if another was already there.

After his service, Mr. May worked in the insurance industry before going into veterans advocacy work.

"Back when Maceo was serving, and for many years after that, (post-traumatic stress disorder) was barely known as the disorder we know it to be today," said Ralph Cooper, co-founder of the national veterans coalition and a member of the caucus brain trust. "Maceo was on the leading edge of helping this country understand that this was a legitimate disease that needed to be treated, and that we needed more housing for vets who were struggling.

"He left a real mark on this nation. Maceo was a real hero."

Mr. May was born in St. Louis to Norman and Bertha May. Once he graduated high school, he followed the path of his eight brothers and joined the military.

"We all went into different services - some Navy, some Air Force, me to the Marines and Maceo and the rest to the Army," said his brother Les May of Berkeley. "St. Louis was full of gangs, and it was our way to get away from that."

Michael Blecker, executive director of Swords to Plowshares, said Mr. May had a particularly deft touch in reaching out to his fellow black veterans.

"Maceo was a leader, a really important face for veterans who were on the street," Blecker said. "Here he was, an African American combat veteran, and he knew what he was talking about - plus he was very good at what he did. He had credibility."

Mr. May retired from Swords in 2000 as his diabetes worsened and then served on its board of directors from 2004 until his death.

He is survived by one sister, Vivian Norwood of Charlotte, N.C., and six brothers: Les and Bruce May, both of Berkeley; Marco May of Alameda; John May of Honolulu; and William and Norman May, both of St. Louis.

Public services will be held Wednesday at 11 a.m. at the Treasure Island Chapel, 51 California Ave., on Treasure Island. For more information, call Swords at (415) 252-4788.

Kevin Fagan is a San Francisco Chronicle staff writer. E-mail: kfagan@sfgchronicle.com

Wine & Wishes Helps More Wishes Like Batkid's Come True

By Sponsored Post on January 24, 2014 1:55 PM

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Jeff Banker of Baker & Banker plating dishes at Wine & Wishes 2013.

One of the season's most anticipated culinary events, **Wine & Wishes**, returns on Feb. 1 to Treasure Island, with more than 50 of San Francisco's most acclaimed restaurants, wineries, and breweries coming together to support **Make-A-Wish® Greater Bay Area**.

Guests will choose from a variety of extraordinary experiences: the **Gourmet Food and Wine Tasting** starts earlier in the day, with a party atmosphere and sampling from buzzworthy restaurants including Trace, Farallon and Lark Creek Steak, and wine pours from Gundlach Bundschu, Heitz, MacPhail Family Wines and many more—plus a well-stocked silent auction with a variety of packages and items.

You could also opt for a more leisurely pace of courses provided at the **Winemaker Dinner** (the ticket also includes the earlier Tasting!) taking place at Winery SF, the only working winery in the city! The four-course presentation will be created by an all-star cast of executive chefs, with pairings overseen by some of San Francisco's top sommeliers.

And for the ultimate experience, you can opt for a **VIP ticket**, featuring an exclusive reception with access to coveted cult wines from Capture Wines, Papapietro Perry, Patz & Hall, Roederer Estate and Valdez Family Winery, and an amuse bouche from the executive chefs.

This year's **Winemaker Dinner** guests will also get an exclusive, behind-the-scenes look at the making of **Batkid**, and the story of how this one wish captivated a city and the world. **Winemaker Dinner** guests will be the first people to see the video created by **Make-A-Wish®** that captures exclusive interviews and footage from the wish.

So make sure your utility belt is one that expands, and score those tickets at wineandwishesf.com

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Looking for a hike in San Francisco that offers nature, great views and wine tasting? Hiker San Francisco recently went to a hike on Yerba Buena Island and Treasure Island. While there they chatted with winemaker Dan Morgan and tasted a variety of Heartfelt Wines current selections. Read about their adventure on San Francisco's very own islands at [Hiker San Francisco](#).



Wine and Wishes; Best Diners in the Bay

Friday, January 31, 2014, by Rose Garrett

TREASURE ISLAND—It's time for the Make-a-Wish Foundation's annual Wine and Wishes <<http://www.wineandwishesf.com/>> fundraiser, which takes place Saturday on Treasure Island. The dinner is already sold-out, but there are still tickets for the gourmet food and wine tasting from 6pm-9pm. If you're so inclined, sample food from over 50 local restaurants like Barbacco, Farallon, La Folie and Nopa and enjoy wine from the likes of Gundlach Bundschu, Heitz, and MacPhail Family Wines. Tickets to benefit the folks that brought you Batkid are \$150 each. [EaterWire]



BAY AREA—Three Bay Area restaurants made Food and Wine's list of America's 23 Best Diners <http://www.foodandwine.com/slideshows/americas-best-diners?xid=slideshow_20140130_17787124>, including Fremont Diner in Sonoma for its "throwback charm," Hopscotch in Oakland for its buttermilk fried chicken and "thoughtful" cocktails, and Plow in San Francisco for its "breakfast-centric all-day menu." [EaterWire]

MISSION—It's almost time for the big game, and besides checking out your Super Bowl takeout options

http://sf.eater.com/archives/2014/01/29/super_bowl_xlviii_where_to_score_takeout.php, you can score a solid meal at the Beaver Cafe's all-day pop-up at Dear Mom on Sunday. Expect an array of tater tot options like Philly cheese tots and poutine tots, plus sliders, buffalo chicken skewers and more from 11am to 11pm. [EaterWire]

PRESIDIO—Jonesing for a quality cocktail but don't want to leave the comfort of your own home? Presidio Social Club has the answer with their new bottled cocktail offering, with both a barrel-aged Negroni and barrel-aged "Reasons Rye" (rye, punt e mes, Cointreau and orange bitters) available for \$42 per bottle (serves four to six cocktails over ice). [EaterWire]

EATERWIRE



WRITTEN BY ALEX GOFF SUNDAY, 02 FEBRUARY 2014 01:50

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Glendale Comes Back to Beat O-Club

Clubs - Elite Cup / RSL

The Glendale Raptors came back from a 9-3 halftime deficit to defeat the Olympic Club 27-17 in the Pacific Rugby Premiership opening game for both teams.

The game was held at Treasure Island in San Francisco as part of a double-header with the SFGG v Santa Monica game.

Glendale fell behind 9-3 as they got into early penalty trouble.

"We gave away some silly penalties," said Glendale Head Coach Andre Snyman. "Offside, hands in, diving over. We didn't need to give those up and they kicked well."

Olympic Club flyhalf Keegan Engelbrecht was on song with three penalties, to one from Mike Graham. But in the second half, the game turned.

"We didn't take care of the ball," said Olympic Club Head Coach Ray Lehner. "We turned it over too much and gave up a soft try up the middle. I told the guys that there are a lot of teams in this competition we haven't beaten, and to compete we have to play our best rugby. I was happy with how our back row played, but we need to play better."

Led by their veterans - Chad London, Zach Fenoglio, Casey Rock, Spencer Scott, Preston Bryant, and Graham - the Raptors pulled it together, with tries from London, Dustin Croy, Brett Wills, and one more player touching down in the second half.

"I am just proud of how the guys turned it around," said Snyman. "We told them at halftime that they didn't need to be so eager. They were so eager to play well they were rushing. They just needed to calm down and play rugby. They did that, and found another gear."

Glendale 27

Tries: London, Croy, Wills, Other

Convs: Graham 2

Pens: Graham

Olympic Club 17

Tries: Pretorius

Pens: Engelbrecht 4

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State: Google must move 'mystery' barge

Updated 1:32 pm, Monday, February 3, 2014

SAN FRANCISCO (AP) — Google must move its mystery barge from a construction site on an island in the middle of the San Francisco Bay because the permits are not in order, a state official said Monday.

The notice came after the San Francisco Bay Conservation and Development Commission investigated amid numerous complaints about the construction of the floating, four-story building, commission executive director Larry Goldzband said.

The investigation found that neither the Treasure Island Development Authority nor the city of San Francisco had applied for required permits for the work to be done at the site.

Goldzband said Google can resolve the issue by moving the barge to one of the fully permitted construction facilities in the San Francisco Bay.

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"It needs to move," he said.

Google did not immediately respond to requests for comment.

Preliminary planning documents submitted to the port last fall showed plans for Google to build an interactive space for people to learn about technology.

The documents ended months of speculation that the barge would be a party boat, data storage center or a store for Google to sell its Internet-connected glasses.

Google has not made public statements about the barge or another vessel off the East Coast.

Goldzband said the construction in San Francisco Bay was not authorized by the agency, and the Treasure Island Development Authority, which allowed the project, could face fines and enforcement proceedings.

Google can resolve the issue by moving the barge to one of the fully permitted construction facilities in the San Francisco Bay, he said.

The disclosure by the California agency marked the second set of permit problems for the barge project. Late last year, work was halted after the Coast Guard said additional permits were needed.

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Google ordered to move its 'mystery barge' in S.F. Bay

AP 4:13 p.m. EST February 3, 2014



(Photo: Jeff Chiu, AP file)

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SAN FRANCISCO (AP) — A state agency says Google must move its mystery barge from a construction site on an island in the middle of the San Francisco Bay because the permits are not in order.

San Francisco Bay Conservation and Development Commission executive director Larry Goldzband said Monday that his agency received multiple complaints about the construction of the floating, four-story building.

Preliminary planning documents submitted to the port last fall showed plans for Google to build an interactive space for people to learn about technology.

It had been speculated that the barge would be a party boat or store for Google to sell its Internet-connected glasses.

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Google Barge Must Go, Says State



(Photo: Justin Sullivan/Getty Images)

In a nearly unprecedented move, the tech industry is being told it can't do whatever it wants in San Francisco. The four-story Google barge structure floating in the Bay, it seems, doesn't have its permits in the order. The Treasure Island Development Authority and the city of San Francisco are to blame. Now the state of California is forcing it to move from the aquatic construction site it currently calls home.

[Washington Post](#) has the story:

The investigation found that neither the Treasure Island Development Authority nor the city of San Francisco had applied for required permits for the work to be done at the site.

[San Francisco Bay Conservation and Development Commission Executive Director Larry Goldzband] said Google can resolve the issue by moving the barge to one of the fully permitted construction facilities in the San Francisco Bay.

"It needs to move," he said.

Back in December, [if you recall](#), investigation into the barge/showroom/"technology learning center" began. Will the state's red tape mean that Google has to cease its barge operations? Hardly. The floating tech barge will likely just move someplace else in the Bay more suitable.

Contact the [author](#) of this article or email tips@sfist.com with further questions, comments or tips.

By [Brock Keeling](#) in [News](#) on Feb 4, 2014 10:40 AM



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TOP NEWS

HOME / TOP NEWS / U.S. NEWS . PERMIT PROBLEMS HANG UP GOOGLE BARGE CONSTRUCTION IN BAY

Permit problems hang up Google barge construction in bay

FEB. 4, 2011 12:01 PM 0 comments

SAN FRANCISCO, Feb. 4 (UPI) --

Search engine giant Google does not have the proper permits to build its floating showroom at Treasure Island in the San Francisco Bay, officials said.

The San Francisco Bay Conservation and Development Commission this week notified the Treasure Island Development

Authority that it didn't have the necessary permits to build and lodge any ships at the pier where the Google barge is moored, CNN reported Tuesday.

"We are asking TIDA to work with us so that the necessary permits can be applied for and completed to enable lawful activities to be undertaken at the site in the future," said commission Executive Director Larry Goldzband.

Feedback

For now, however, the Google ship must move to another shipbuilding facility to comply with state law. Google also will have to get proper permits from the commission to moor its marketing vessel in an approved area in San Francisco Bay already permitted to do the type of construction needed.

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"We just received the letter from the San Francisco Bay Conservation and Development Commission and we are reviewing it," a Google representative told CNN in an in an e-mail.

The barge made a splash last year as mystery surrounded the reason it was in the bay, and eventually earned the moniker, Google Mystery Barge.

Google, based in Mountain View, Calif., eventually announced the vessel would be an "interactive space where people can learn about new technology."

CNET, which first reported sighting the vessel last year, said construction on the Google barge already had been delayed after U.S. Coast Guard inspected the structure and the bay commission announced it was meeting with Google about the matter in December.

Topics: Google

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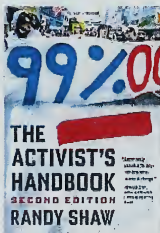
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"I HEARD THAT": THE WILLIE L. BROWN, JR., BAY BRIDGE...A GOOD IDEA???

by Rochelle Metcalfe, Feb. 05, 2014

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BLACK HISTORY IN THE MAKING! Former San Francisco MAYOR WILLIE L. BROWN, Jr., continues to make his MARK in California and San Francisco Bay Area history! . The RENAMING of the western span of the Bay Bridge, that links Treasure Island to San Francisco!

Started many, which included myself, when news was announced late last year, the California Legislature, a vote of 26-7, officially approved ACR65, the resolution naming the western span "Willie L. Brown, Jr." Bridge!

THANK YOU - at least a strip of San Francisco Bayview THIRD street will not change to Willie Brown, Jr., Blvd., as suggested by former Mayor GAVIN NEWSOM during his term in office (2009), cheered by a few Black members of the 3rd Street Merchants Association, and others who pumped up the idea for the renaming of the busy corridor starting from Evans Street southward! REALLY!!!

Well, the Third street proposal caused an angry uproar from some Bayview community leaders, in particular; for they had not been consulted, UNAWARE until the spread in an issue of the San Francisco Chronicle, March 14, 2009! BUT it was agreed there should be some recognition of the FIRST BLACK MAYOR of this city, whose life has been PHENOMENAL. What ever the reason , the subject DIED!

The renaming of the western span of the bridge is a GREAT honor for DA MAYOR, Although, I'm not for renaming the bridge, like I would not go for changing the Golden Gate Bridge or SFO Airport name to HARVEY MILK International Airport, as San Francisco Board of Supervisor DAVID CAMPOS would like!

Brown proudly announced in his column "WILLIE'S WORLD" featured every Sunday in the S.F. Chronicle, dated January 9th, Feb. 11 would be the date for the Bridge naming ceremony to be held on Treasure Island, AND also the

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date of his late Mother's birthday .

Of course, there has been outrage by some; lawsuits filed against the State of California to stop the action! I assume, to no avail! Whether one agrees or disagree on the renaming, bound to be the most celebrated, memorable historic Day in honor of the man who hailed from Mineola, Texas, made his mark in CA politics, shrewd power broker, freelance columnist, now rub elbows with the ELITE RICH! AN AMAZING LIFE! GIVE DA MAYOR HIS FLOWERS WHILE HE CAN STILL SMELL THEM!

HEY, IT'S NICE TO BE NICE AND TO ALL OF YOU OUT THERE...LOOK FOR ME...I'LL BE THERE...

E-MAIL Rochelle at jheard@earthlink.net

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Published: February 4, 2014 3:00 a.m.

State: Google must move 'mystery' barge

MICHAEL LIEDTKE and MARTHA MENDOZA | Associated Press

SAN FRANCISCO – Google must move a mystery barge from a construction site on an island in the middle of San Francisco Bay because the permits are not in order, a state official said Monday.

The notice came after the San Francisco Bay Conservation and Development Commission investigated numerous complaints about construction of the floating, four-story building, commission executive director Larry Goldzband said.

The investigation found that neither the Treasure Island Development Authority nor the city of San Francisco had applied for required permits for the work to be done at the site and could face fines and enforcement proceedings.

Goldzband said Google can resolve the issue by moving the barge to one of the fully permitted construction facilities in the San Francisco Bay.

"It needs to move," he said.

Google Inc. said it is still reviewing a letter from Goldzband outlining the commission's concerns about the secretive project.

The Treasure Island Development is leasing the space to build the barge for \$79,000 per month under a contract set to expire in August, according to agency records.

Mirian Saez, director of the Treasure Island Development Authority, said, "we did not intend to violate or circumvent the process."

The authority will try to apply for the correct permits with the commission, she said, noting her agency has not spoken to Google about the issue.

For now, though, Google's barge appears to be mired in regulatory limbo. Goldzband said Google representatives had told him construction had been halted on the barge late last year so the U.S. Coast Guard can ensure the vessel will meet its standards.

"My understanding is they are going to be in a holding pattern until the end of winter," Goldzband said. "What we are strongly suggesting is that this thing is moved in an expeditious manner so when they want to start building again, they can build it lawfully at a place where it is permitted."

Santa Clara University law professor Dorothy Glancy says it's highly unlikely that a permit would ever be issued for them to continue building at their current site.

"I was surprised anyone was building anything in the bay without a BCDC permit," she said, "and



Associated Press

FILE - In this Tuesday, Oct. 29, 2013, file photo, two men fish in the water in front of a Google barge on Treasure Island in San Francisco. (AP Photo/Jeff Chiu, File)

shipbuilding is not what they're supposed to be doing at Treasure Island, it's not in their development plans."

Google has been vague about the plans for the San Francisco barge or a similar vessel off the East Coast.

Preliminary planning documents submitted to the port last fall showed plans for Google to build an interactive space for people to learn about technology as it traveled from dock to dock.

The documents ended weeks of speculation that the barge would be a party boat, data storage center or a store for Google to sell its Internet-connected glasses.

In November, the company issued a statement that said, "Although it's still early days and things may change, we're exploring using the barge as an interactive space where people can learn about new technology."

Goldzband said if the barge is eventually completed, it will need more even permits to be moored or docked.

Jason Flanders, program director at San Francisco Baykeeper, a nonprofit pollution watchdog, said the group was pleased the state agency is taking a strong stand.

"Obviously the bay is a valuable resource to everybody," he said. "Requiring people and companies large and small to pass all environmental regulations before using the bay is essential."

The regulatory questions being raised about the barge compounds the headaches that Google has been dealing with outside its main business of running the world's best-known search engine.

In recent months, Google also has been at the center of a San Francisco controversy over private buses that several large tech companies use to transport workers south from the city to Silicon Valley. Some community members say the buses are congesting city bus stops, so the city recently voted to charge the companies for each stop the buses make.

To help address the situation, Google recently launched pilot programs using private ferries to transport some workers to Redwood City, near its campus on the San Francisco Peninsula.

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Google Must Move Mystery Barge



By Stephanie Mlot

February 5, 2014 12:07pm EST

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Google has been ordered to remove its mysterious barge from San Francisco's Treasure Island after officials failed to secure the necessary permits.

Responding to complaints, the San Francisco Bay Conservation and Development Commission (BCDC) investigated the Google barge, and found that neither the Treasure Island Development Authority (TIDA) nor the city of San Francisco had construction permits for the site.

"Operating without a permit within BCDC's jurisdiction is a violation of state law and is grounds for the imposition of administrative civil penalties,"

commission executive director Larry Goldzband wrote in a letter to the TIDA, which was shared with PCMag.

Google can rectify the issue, which was first reported by the AP, by moving the barge to a designated construction zone in the San Francisco Bay, the BCDC said in its letter, which also outlined TIDA's option to file a permit application and pay standard fines.

If the boat is not moved or the permit not acquired by June 5, the BCDC will charge the Treasure Island Development Authority a penalty between \$10 and \$2,000 per day, up to a maximum \$30,000.

"BCDC looks forward to working with TIDA, its tenants and their clients to ensure that no further actions continue on the property that are not allowed by law," Goldzband wrote. "BCDC is willing and able to work with all parties to identify permitted construction and maintenance facilities within BCDC's jurisdiction to enable the completion of the barge in a timely and appropriate manner should that be requested."

Google did not immediately respond to PCMag's request for comment.

The ship garnered attention in late October, when it first appeared in the San Francisco Bay and was quickly linked to Google. The company initially declined to comment on the barge, but in November, it announced that the boat is an "interactive space" intended to showcase Google's new technology.

"Although it's still early days and things may change, we're exploring using the barge as an interactive space where people can learn about new technology," a spokesman said at the time.

A similar structure appeared in Portland, Maine, prompting speculation that Google was pursuing a water-based data center, since it had previously submitted a patent application for exactly that. But it appears it might be more of a floating Google store.

Google currently relies on virtual shops and partnerships with big box retailers to sell its gadgets; rumors of Google retail locations cropped up early last year, but were later shot down by former Android chief Andy Rubin.

No matter what is hidden inside the barge, Google had better move it soon, or the Treasure Island Development Authority could face fines and enforcement proceedings, according to the AP, which also pointed out that work on the ship was halted late last year due to the need for even more permits.

Editor's Note: This story was updated at 2:35 p.m. ET with comment from the BCDC.

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Chronicle Watch: Boats getting stuck at Treasure Island

Kurtis Alexander

Updated 10:30 am, Thursday, February 6, 2014

VIEW: LARGER | HIDE

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Larry Baskin, steering his sailboat Bullet through Clipper Cove at Treasure Island, has been frustrated by the increasingly shallow channel. Photo: Paul Chinn, The Chronicle | Buy this photo



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Larry Baskin got a frantic call from his wife last summer: His cat had gotten into a tangle with a skunk, and he was needed at home immediately.

Problem was, Baskin was stuck on San Francisco Bay, where his boat had run aground near Treasure Island.

"Five of my mates swam to shore. The water's freezing, but they didn't want to wait," he said,

recalling how he sat alone until the tide lifted. "I couldn't just leave my boat. I listened to an A's game for four hours."

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Baskin is not the first to get stuck outside the Treasure Isle Marina, the old harbor on the south end of Treasure Island where 105 boats with names like Sea Dog and Sunny Daze share the cold bay water with visiting craft from all over the world.

Boats get grounded here weekly, marina officials say, as the channel into the harbor has become increasingly shallow, which some believe is an unexpected side effect of construction of the new eastern span of the Bay Bridge.

No quick answer

Fixing the channel, however, doesn't seem to be in the cards. It's too expensive and nobody wants to do it - at least right now.

"I wish someone would step up and assume responsibility," said Baskin of San Francisco. "It's like getting Congress to try to do something."

The harbor sits along Clipper Cove with spectacular views of the city's skyline. Despite a weathered appearance, it's described by one local sailor and blogger, Lewis Kelzer, as "one of the most scenic and well-protected small boat harbors on the West Coast."

The city of San Francisco is planning a \$1.5 billion residential and commercial development on Treasure Island, which includes a makeover of the harbor and the troublesome channel. But the city doesn't yet own the property, it just manages it.

And neither the U.S. Navy, which owns the land and plans to give it to the city, nor the marina, which has only a short-term sublease on the site, is rushing to improve things.

"It's just not feasible right now for any party to take on that endeavor," said Mirian Saez, director of island operations for the city's Treasure Island Development Authority.

Baskin, though, has grown impatient, saying he's heard talk of improvements for years and still hasn't seen a timeline, even as he continues to pay more than \$300 a month for his slip.

On Tuesday morning, Baskin sailed his Express 37 sailboat out of the marina, only to see the vessel's depth gauge quickly plunge to zero feet. "The tiller is kind of stuck," he said, before putting the boat in reverse and retreating to shore.

Harbormaster Roger Ladwig said he, too, would like to see the harbor channel dredged. "I've been stuck out there," Ladwig said. "I had to wait a couple hours."

Ladwig understands the work is cost-prohibitive until the administrative flux settles. He said sailboats and larger vessels, which have a deeper keel, can plan trips for when the tides are right. Most boats, he said, struggle only during the lowest of tides.

Cause of problem

No one seems to know definitively why the channel has filled in. But speculation on the docks is that debris from construction of the eastern span of the Bay Bridge, which opened last year, carried toward the harbor.

"The bridge construction may have contributed to it," Ladwig said. "It's certainly gotten shallower in the last six or seven years."

The California Department of Transportation, which oversaw the roughly 10-year construction project, did not return calls for comment.

Navy officials said they no longer need to maintain the harbor now that their base is closed and referred calls to the city, which leases the facility from them.

Saez, said her agency had made improvements to the small harbor - but only as far as her budget allowed. A few years ago, the agency cleared out more than two dozen abandoned boats that marred the waterfront spot.

Saez pledged to take another look at the channel, but couldn't promise any changes until



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the harbor is redone. She expects the city to take ownership of the island this fall and said plans for a new marina will follow.

"We're just maintaining what we have until the future gets here," she said.

What's not working

Issue: Boats sometimes struggle to get in and out of the Treasure Island marina because the channel there has gradually filled with debris.

What's been done: The area remains in administrative flux, with the Navy planning to turn over much of the island, including the marina, to the city of San Francisco. Nobody is stepping up to make improvements to the channel in the interim, though the city has long-term plans to overhaul the area.

Who's responsible: Mirian Saez, director of island operations for San Francisco's Treasure Island Development Authority, (415) 274-0660.

Chronicle Watch

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Kurtis Alexander is a San Francisco Chronicle staff writer. E-mail: kalexander@sfgchronicle.com Twitter: [@kurtisalexander](https://twitter.com/kurtisalexander)

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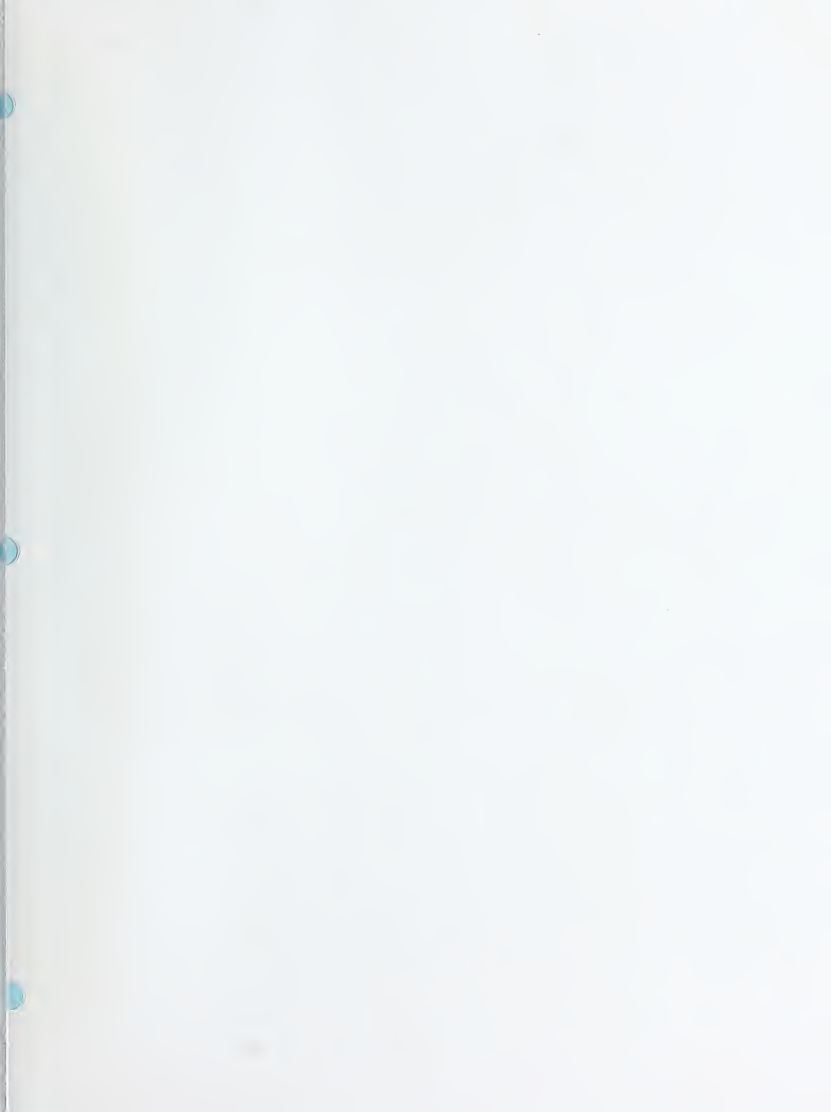
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AGENDA ITEM 6b
Treasure Island Development Authority
City and County of San Francisco
Meeting of February 12, 2014

Subject: Authorizing the Director of Island Operations to Execute a Fourth Extension of the Loan Agreement with the Fine Arts Museums of San Francisco for the Temporary Loan of the Miguel Covarrubias Mural "Fauna and Flora of the Pacific" (*Action Item*)

Staff Contact/Phone: Mirian Saez, Director of Island Operations
(415) 274-0660

SUMMARY OF PROPOSED ACTION

This item seeks approval to execute an Extension of the Loan Agreement between the Treasure Island Development Authority (Authority) and the Fine Arts Museums of San Francisco ("FAMSF") for the loan and exhibition of the Authority's "The Flora and Fauna of the Pacific", painted by Miguel Covarrubias.

BACKGROUND

"The Fauna and Flora of the Pacific" (the "Mural") is one of the five murals comprising the Authority's "Pageant of the Pacific" mural set. The set was painted by Mexican muralist Miguel Covarrubias and originally displayed at the Pacific House on the grounds of the Golden Gate International Exposition on Treasure Island. A sixth mural "Native Art Forms of the Pacific" was part of the original set painted by Covarrubias but was separated from the set sometime in the late 1940s or early 1950s and its current whereabouts are unknown.

In 2008, FAMSF approached the Authority with a proposal to borrow the Mural and install it for exhibition in the Art of the Americas gallery of the deYoung Museum. At its June 11, 2008 meeting, the Authority Board approved a Loan Agreement with FAMSF for the Mural. The Authority Board approved subsequent extensions to the term of the Loan Agreement at its January 14, 2009, March 14, 2012 and February 13, 2013 meeting. The current term of the Loan Agreement, as amended, expires March 1, 2014. Due to the Mural's popularity and positive public reception to FAMSF's exhibition of the Mural, FAMSF has requested to again extend the Loan Agreement through February of 2015 to allow continued display of the Mural at the deYoung Museum. All other terms of the Loan Agreement remain unchanged, including FAMSF responsibility for payment of all costs associated with exhibition, security and insurance of the Mural.

RECOMMENDATION

Staff recommends approval of the Fourth Extension to the Loan Agreement.

EXHIBITS

- A** Fourth Extension of Loan Agreement between the Authority and the Fine Arts Museums of San Francisco
- B** Image of "The Fauna and Flora of the Pacific" on display at deYoung Museum

FINE ARTS MUSEUMS OF SAN FRANCISCO

LOAN AGREEMENT

☐ Legion of Honor
Lincoln Park, San Francisco, CA 94121
415 750 3600 415 750 3656 fax

☒ de Young, 50 Hagiwara Tea Garden Dr.
San Francisco, CA 94118
415 750 3680 415 750 7602 fax

Document No: 7102

Exhibition: deYoung Gallery 4: Art of the Americas

Venues & Dates: de Young Museum: 3/1/2014 to 3/1/2015

Depositor: Treasure Island Development Authority
One Avenue of Palms, Building 1, 2nd Floor
San Francisco, CA 94130 USA
415 274 0665

**LENDER'S
COPY**

Credit Line:

INSURANCE: Do you wish the Fine Arts Museums of San Francisco to insure your art object? ☒ Yes ☐ No

If Yes, state insurance value above. (FAMSF is prepared to insure art objects on your behalf for this amount only while objects are in our care, custody or control.)

If No, and you prefer to maintain your own insurance coverage, please estimate premium per month: \$

PACKING AND SHIPMENT:

LOANS ARE TO REACH THE _____ MUSEUM BY DATE OF _____

VIA:

PLEASE COMPLETE INFORMATION FOR MUSEUM RECORDS ON BOTH SIDES OF FORM

REG NO.	MAKER/COUNTRY	TITLE/DESCRIPTION	VALUE
L08.52.1-12 A387282	Miguel Covarrubias (Mexican) 1904- 1957	The Fauna and Flora of the Pacific (from the Pageant of the Pacific murals, 1939 Treasure Island Exposition), 1939 Lacquer fresco on hardboard, 179 3/4 x 286 1/2 in. (456.6 x 727.7 cm) Treasure Island Development Authority	\$ 1,500,000

CONDITIONS GOVERNING INCOMING LOANS

OWNERSHIP AND CHANGE IN OWNERSHIP

1. The Lender hereby warrants that he/she has full legal title to the work or that he/she is the duly authorized agent of the owner or owners of the object. The Lender will indemnify, defend and hold the Museum harmless from any losses, damages and expenses, including attorney's fees, arising out of claims by individuals, institutions, or other persons claiming full or partial title to the object.
2. The Lender will notify the Museum promptly in writing of any change of ownership of the object whether by reason of death, sale, insolvency, gift or otherwise. If ownership shall change during the period of this loan, the Museum reserves the right to require the new owner, prior to the return of the object, to establish his/her right to possession by proof satisfactory to the Museum. The new owner shall succeed to Lender's rights and obligations under this agreement, including, but not limited to, the loan period and any insurance obligations.

LOAN PERIOD, EXTENSION, RETURN

1. The object shall remain in the possession of the Museum for the time specified in loan period, but may be withdrawn from exhibition at any time by the Museum. The Lender agrees that he/she cannot withdraw the object during the period of this agreement without prior written consent of the Museum's Director.
2. The terms of this agreement shall apply to any extension of the loan period.
3. Unless the Lender requests otherwise in writing, the Museum will return the object only to the Lender and only at the address specified in this agreement. It is incumbent upon the Lender to notify the Museum in writing of any change of address. The Museum assumes no responsibility to search for a Lender who cannot be reached at the address specified in this agreement. The Lender will pay additional costs, if any, if the Lender requests the return of the object to another address.
4. The Museum's right to return the loan shall accrue absolutely at the termination of the loan. If, after pursuing all possible means of contact, and in accordance with any legal requirements, the Lender cannot be found or the Lender refuses to accept the return of the object, it shall be deemed abandoned and become the property of the Museum.

INTERPRETATION

1. This agreement constitutes the entire agreement between the Lender and the Museum and may be amended or modified only in writing and signed by both parties. Any changes herein of printed text or written additions must bear the initial of both parties. This agreement shall be governed and interpreted according to the laws of the State of California.
2. Loans to the Fine Arts Museums are subject to the provisions of California Civil Code Section 1899 - 1899.11.
3. If the terms of this agreement conflict with the forms, agreements or correspondence of the Lender, the terms of this agreement will be controlling.

SIGNATURE

The Lender acknowledges that he/she has full authority and power to make this loan, that he/she has read the conditions above, and that he/she agrees to be bound by them.

Signature & Date:

Lender or Authorized Agent

Signature & Date:

Steven Correll

Steven Correll / Collection Manager
Fine Arts Museums of San Francisco

1/8/2014

Please complete, sign and date both originals and RETURN ONE to REGISTRATION in the enclosed envelope. The other copy is for your records.

CONDITIONS GOVERNING INCOMING LOANS

CARE AND HANDLING

1. The Fine Arts Museum of San Francisco (herein after referred to as the "Museum") will exercise the same degree of care with respect to the object(s) of art on loan (the "Object") as it does with comparable property of its own.
2. The Museum will not clean, restore, reframe, or otherwise alter the object without prior written consent of the Lender or except when the safety of the object makes such action imperative.

PACKING AND TRANSPORTATION

1. The Museum will coordinate transportation and packing. Both parties must agree upon the method of shipment. The Lender certifies that the object is in good condition and will withstand ordinary strains of packing and transportation. Evidence of damage to the object at the time of receipt or while in the Museum's custody will be reported immediately to the Lender. The work will be returned packed in the same or similar materials unless otherwise authorized by the Lender. Costs of transportation and packing will be borne by the Museum unless the loan is at the Lender's request. Customs regulations will be adhered to in international shipments.

INSURANCE

1. Unless the Lender expressly elects to maintain his/her own insurance, The Fine Arts Museums of San Francisco will insure the object "wall-to-wall" under its fine arts policy, in the amount indicated on this form, against all risks of physical loss or damage from any external cause while in transit and during resident at the Museum or museums throughout the period of this loan. Notwithstanding any other provisions in this Loan Agreement, the Borrower's total liability under this Agreement for each object shall not exceed the total insurance coverage for that object. In the event of loss or damage, the amount payable, if any, by insurance secured under this Agreement shall be the sole recovery available to the Lender from the Fine Arts Museums of San Francisco, the City and County of San Francisco, and the Corporation of the Fine Arts Museums. The Parties agree to comply with the procedures of the applicable insurance policy and providers in the event of a claim.
2. The policy referred to contains limitations for acts of God and the usual exclusions for loss or damage due to wear and tear, gradual deterioration, moths, vermin, inherent vice, or damage sustained due to and resulting from any repairing, restoration or retouching process, or due to such causes as hostile or warlike action in time of peace or war, atomic, nuclear or radioactive force, reaction or contamination, insurrection, rebellion, revolution, civil war, usurped power, action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any governmental or public authority, or risks of contraband or illegal transportation of trade. NOTE: The policy referred to will insure against earthquake damage, or damage caused as a result of an earthquake.
3. Insurance will be placed in the amount specified by the Lender, which must reflect fair market value. In case of damage or loss, the insurance company may ask the Lender to substantiate the insurance value. If the Lender fails to indicate an amount, the Museum will set a value for purposes of insurance only for the period of the loan. The United States Government Arts and Artifacts Indemnity Act may be applicable to this loan. If so, the Lender agrees to said coverage at U.S. dollar valuation as specified in this loan agreement. If an object that has been industrially fabricated is damaged or lost and can be repaired or replaced to the artist's specifications, the Museum's liability shall be limited to the cost of such replacement. The Lender agrees that in the event of loss or damage, recovery shall be limited to such amount, if any, as may be paid by the insurer hereby releasing the Museum and the trustees, officers, agents and employees of the Museum from liability for any and all claims arising out of such loss or damage.
4. If the Lender chooses to maintain his or her own insurance, the Museum must be supplied with a certificate of insurance naming the Museum as an additional insured or waiving subrogation against the Museum. If the Lender fails to supply the Museum with such a certificate, this loan agreement shall constitute a release of the Museum from any liability in connection with the object. The Museum cannot accept responsibility for any error or deficiency in information furnished to or by the Lender's insurers, nor for lapses in coverage.

REPRODUCTION AND CREDIT

1. The Museum assumes the right, unless specifically denied by the Lender, to photograph, videotape, and reproduce the object for documentation, publicity, publication and educational purposes connected with this exhibition.
2. The general public will not be allowed to photograph objects on loan to the Museum.
3. Unless otherwise instructed in writing, the Museum will give credit to the Lender in any labels and publications as specified in this agreement.



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1 [Extension of Loan Agreement with Fine Arts Museums of San Francisco]

2 **Authorizing the Director of Island Operations to Execute a Fourth Extension to the**
3 **Loan Agreement with the Fine Arts Museums of San Francisco for the Temporary**
4 **Loan of the Miguel Covarrubias Mural "Fauna and Flora of the Pacific".**

5 **WHEREAS**, Former Naval Station Treasure Island is a military base located on
6 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by
7 the United States of America, acting by and through the Department of the Navy; and,

8 **WHEREAS**, The Base was selected for closure and disposition by the Base
9 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
10 subsequent amendments; and,

11 **WHEREAS**, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
12 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
13 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
14 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
15 conversion of the Base for the public interest, convenience, welfare and common benefit of
16 the inhabitants of the City and County of San Francisco; and,

17 **WHEREAS**, Under the Treasure Island Conversion Act of 1997, which amended
18 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter
19 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority
20 as a redevelopment agency under California redevelopment law with authority over the Base
21 upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the
22 Base which are subject to Tidelands Trust, vested in the Authority the authority to administer
23 the public trust for commerce, navigation and fisheries as to such property; and

24

25

1 **WHEREAS**, The Board of Supervisors approved the designation of the Authority as a
2 redevelopment agency for Treasure Island in 1997; and,

3 **WHEREAS**, On January 24, 2012, the Board of Supervisors rescinded designation of
4 the Authority as the redevelopment agency for Treasure Island under California Community
5 Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect
6 Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust
7 trustee for the portions of Treasure Island subject to the Tidelands Trust, or any of the other
8 powers or authority; and,

9 **WHEREAS**, On March 29, 2001, the Authority Board of Directors (the "Authority
10 Board") approved a resolution accepting as a gift from the Port of San Francisco five Miguel
11 Covarrubias murals collectively titled "Pageant of the Pacific" (the "Murals"); and,

12 **WHEREAS**, On June 11, 2008, the Authority Board approved a Loan Agreement (the
13 "Loan Agreement") authorizing the temporary loan of one mural "Fauna and Flora of the
14 Pacific" ("the Fauna and Flora Mural") to The Fine Arts Museums of San Francisco ("FAMSF")
15 to allow for public display of the Fauna and Flora Mural at the deYoung Museum from June
16 2008 through February of 2009; and,

17 **WHEREAS**, At its January 14, 2009, March 14, 2012 and February 13, 2013
18 meetings the Authority Board approved subsequent extensions of the temporary loan of the
19 Fauna and Flora Mural to continue public display; and

20 **WHEREAS**, The current Loan Agreement as previously extended expires March 1,
21 2014; and

22 **WHEREAS**, FAMSF has requested a Fourth Extension of the Loan Agreement
23 through February of 2015 to continue public display and appreciation of the Fauna and
24 Flora Mural at the deYoung Museum; and

1 [Extension of Loan Agreement with Fine Arts Museums of San Francisco]

2 **Authorizing the Director of Island Operations to Execute a Fourth Extension to the**
3 **Loan Agreement with the Fine Arts Museums of San Francisco for the Temporary**
4 **Loan of the Miguel Covarrubias Mural "Fauna and Flora of the Pacific".**

5 **WHEREAS**, Former Naval Station Treasure Island is a military base located on
6 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by
7 the United States of America, acting by and through the Department of the Navy; and,

8 **WHEREAS**, The Base was selected for closure and disposition by the Base
9 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
10 subsequent amendments; and,

11 **WHEREAS**, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
12 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
13 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
14 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
15 conversion of the Base for the public interest, convenience, welfare and common benefit of
16 the inhabitants of the City and County of San Francisco; and,

17 **WHEREAS**, Under the Treasure Island Conversion Act of 1997, which amended
18 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter
19 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority
20 as a redevelopment agency under California redevelopment law with authority over the Base
21 upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the
22 Base which are subject to Tidelands Trust, vested in the Authority the authority to administer
23 the public trust for commerce, navigation and fisheries as to such property; and

24

25

1 **WHEREAS**, The Board of Supervisors approved the designation of the Authority as a
2 redevelopment agency for Treasure Island in 1997; and,

3 **WHEREAS**, On January 24, 2012, the Board of Supervisors rescinded designation of
4 the Authority as the redevelopment agency for Treasure Island under California Community
5 Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect
6 Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust
7 trustee for the portions of Treasure Island subject to the Tidelands Trust, or any of the other
8 powers or authority; and,

9 **WHEREAS**, On March 29, 2001, the Authority Board of Directors (the "Authority
10 Board") approved a resolution accepting as a gift from the Port of San Francisco five Miguel
11 Covarrubias murals collectively titled "Pageant of the Pacific" (the "Murals"); and,

12 **WHEREAS**, On June 11, 2008, the Authority Board approved a Loan Agreement (the
13 "Loan Agreement") authorizing the temporary loan of one mural "Fauna and Flora of the
14 Pacific" ("the Fauna and Flora Mural") to The Fine Arts Museums of San Francisco ("FAMSF")
15 to allow for public display of the Fauna and Flora Mural at the deYoung Museum from June
16 2008 through February of 2009; and,

17 **WHEREAS**, At its January 14, 2009, March 14, 2012 and February 13, 2013
18 meetings the Authority Board approved subsequent extensions of the temporary loan of the
19 Fauna and Flora Mural to continue public display; and

20 **WHEREAS**, The current Loan Agreement as previously extended expires March 1,
21 2014; and

22 **WHEREAS**, FAMSF has requested a Fourth Extension of the Loan Agreement
23 through February of 2015 to continue public display and appreciation of the Fauna and
24 Flora Mural at the deYoung Museum; and
25

1 **WHEREAS**, Under the terms of the Fourth Extension, FAMSF shall continue to
2 cover all costs related to the transportation, insurance, handling and display of the Fauna
3 and Flora Mural throughout the term of the Fourth Extension; now therefore be it,

4 **RESOLVED**, That the Authority hereby authorizes the Director of Island Operations
5 or her designee to execute the Fourth Extension to the Loan Agreement in substantially the
6 form attached hereto as Exhibit A with the FAMSF for continued temporary loan of the
7 Miguel Covarrubias Mural "Fauna and Flora of the Pacific"; and, be it

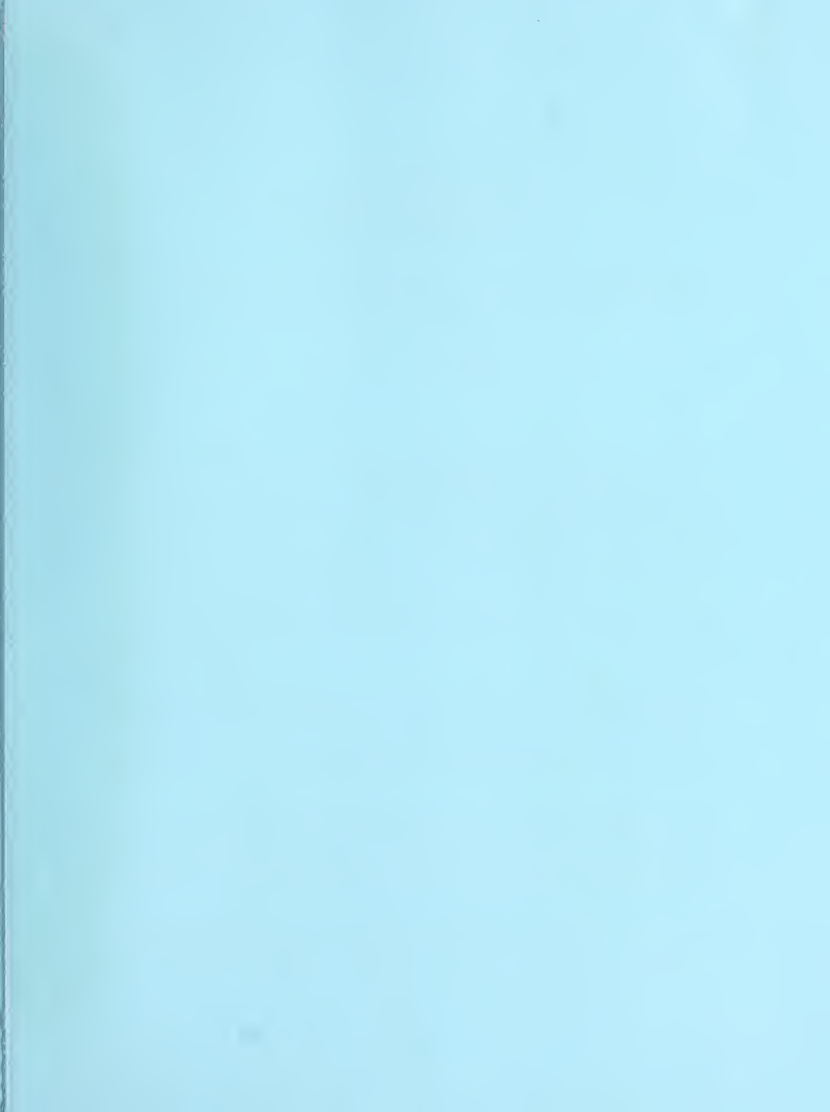
8 **FURTHER RESOLVED**, That the Board of Directors hereby authorizes the Director of
9 Island Operations or her designee to enter into any additions, amendments or other
10 modifications to the Loan Agreement that the Director of Island Operations determines in
11 consultation with the City Attorney are in the best interests of the Authority, that do not
12 materially increase the obligations or liabilities of the Authority, that do not materially reduce
13 the rights of the Authority, and are necessary or advisable to complete the preparation and
14 approval of the Agreement, such determination to be conclusively evidenced by the execution
15 and delivery by the Director of Island Operations or her designee of the documents and any
16 amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the
Treasure Island Development Authority, a California nonprofit public benefit
corporation, and that the above Resolution was duly adopted and approved by the
Board of Directors of the Authority at a properly noticed meeting on February 2,
2014.

Larry Del Carlo, Secretary





AGENDA ITEM 6 (c)
Treasure Island Development Authority
City and County of San Francisco
Meeting of February 12, 2014

Subject: Resolution Approving and Authorizing the Execution of an Assignment and Assumption of Sublease No. 380 and Consent to Assignment between Wine Valley, Inc., a California corporation and F&B Associates Inc., a California corporation, for restaurant space located at Building 183, Treasure Island

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: 415-274-3365

BACKGROUND

On February 11, 2009, the Treasure Island Development Authority (the "Authority") Board of Directors approved a month-to-month Sublease Agreement (the "Agreement") with Wine Valley, Inc., a California corporation (hereafter referred to as "Wine Valley"), to operate a full service restaurant and bar at Building 183, the Treasure Island Café ("TI Café"). Building 183 is a 640 square foot building located south of the Administration Building on Treasure Island. It overlooks Clipper Cove and has a clear view of the San Francisco skyline from its enclosed patio. Building 183 has been operated as a café. First, Life Learning Academy, a Delancey Street Charter School, and later Treasure Island Job Corps used the TI Café for work study opportunities for youth in culinary training programs. Wine Valley was selected in accordance with a competitive solicitation process in which Wine Valley was the only responder. The Agreement has been amended from time to time over the past 5 years and is scheduled to expire November 30, 2014.

As part of Wine Valley's proposal to run the TI Café, Wine Valley contracted with F&B Associates Inc., a California corporation ("F&B") to provide all beverage/alcohol, ABC licensing and operation services, while Wine Valley would provide culinary expertise in the day to day operations of the TI Café. Over the past 5 years, the combination between the two parties has resulted in the TI Café exceeding expectations, and provided the Island with great food and reliability.

In November 2013, the Authority received notice from Wine Valley that it was ceasing its operations on Treasure Island. Project Staff has negotiated an Assignment and Assumption of Sublease No. 380 and Consent to Assignment with Wine Valley and F&B that would allow F&B to operate the Café until November 30, 2014. In the coming months, Project Staff intends to issue a Request for Proposal ("RFP") for the selection of an operator to manage the TI Café.

BUDGET IMPACT

The Assignment and Assumption of Sublease No. 380 and Consent to Assignment will not affect Authority's budget for FY 2013-14.

RECOMMENDATION

Project staff recommends that the Authority Board of Directors approve the proposed Assignment and Assumption of Sublease No. 380 and Consent to Assignment between Wine Valley, Inc., a California corporation and F&B Associates Inc., a California corporation, for restaurant space located at Building 183, Treasure Island.

EXHIBIT A – Assignment and Assumption of Sublease No. 380 and Consent to Assignment between Wine Valley, Inc., a California corporation and F&B Associates Inc., a California corporation

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Mirian Saez, Director of Island Operations

**ASSIGNMENT AND ASSUMPTION OF SUBLEASE No. 380
AND CONSENT TO ASSIGNMENT**

THIS ASSIGNMENT AND ASSUMPTION OF SUBLEASE AND CONSENT TO ASSIGNMENT (this "Assignment and Assumption"), dated as of February 15, 2014, is made by and between Wine Valley, Inc., a California Corporation ("Assignor"), F&B Associates Inc., a California corporation ("Assignee"), and consented to by the Treasure Island Development Authority, a California nonprofit public benefit corporation (the "Authority").

RECITALS

- A. The Authority, as Sublandlord, and Assignor, as Subtenant, entered into that certain Sublease No. 380 dated as of December 1, 2010, as amended by the First Amendment to Sublease dated as of December 1, 2011, Second Amendment to Sublease dated as of December 1, 2012, and Third Amendment to Sublease dated as of December 1, 2013 (collectively, the "Sublease"), for space located at Building 183, Treasure Island, San Francisco, California as more particularly described in the Sublease (the "Premises").
- B. Assignor wishes to assign its interest in the Sublease, and Assignee wishes to assume such interest, and both request the Authority's consent to the assignment and assumption.
- C. The Authority agrees to consent to the assignment and assumption on the conditions set forth below.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, grants and conveys to Assignee, as of the effective date of this Assignment and Assumption, all of Assignor's right, title and interest in and to the Sublease, and Assignee accepts such assignment. Assignee expressly assumes and agrees to keep, perform and fulfill all of the terms, covenants, conditions and obligations of subtenant under the Sublease, including the making of all payments due to or payable to Sublandlord as and when due and payable.
2. Assignee shall indemnify, defend, reimburse and hold Assignor harmless from and against any and all costs, claims, demands, liabilities and causes of action arising out of,

relating to or in connection with Assignee's obligations under the Sublease arising on or after the date of this Assignment and Assumption. Assignor shall indemnify, defend, reimburse and hold Assignee harmless from and against any and all costs, claims, demands, liabilities and causes of action arising out of, relating to or in connection with Assignor's obligations under the Sublease arising before the date of the Assignment and Assumption.

3. Assignor agrees to indemnify, defend, reimburse and hold the Authority harmless from and against any and all costs, claims, demands, liabilities and causes of action arising out of, relating to or in connection with the Authority's consent to this Assignment and Assumption, and the assignment of the Sublease to Assignee.

4. Assignor and Assignee agree and acknowledge that they have no complaint or cause of action against the Authority relating to the Sublease, and the Sublease is in full force and effect. Assignor and Assignee both waive and release any and all claims that they may have against the Authority relating to the Sublease.

5. The Authority consents to the Assignment and Assumption, subject to the following conditions which are agreed to by Assignor and Assignee: (i) neither this Assignment and Assumption nor this consent shall release or discharge Assignor from any liability under the Sublease; (ii) Assignor acknowledges that the Authority need not give any notice to Assignor before amending or terminating the Sublease; (iii) this consent shall not be deemed a consent to any subsequent assignment or to any sublet, but rather any subsequent assignment shall require the prior written consent of the Authority; and (iv) this consent shall not be construed to modify, waive or affect any of the provisions, covenants or conditions in the Sublease, or to waive any present or future breach or default under the Sublease.

6. This Assignment and Assumption shall be construed in accordance with the laws of the State of California and contains the entire agreement of the parties hereto with respect to the subject matter hereof and may not be changed or terminated orally or by course of conduct.

7. The Authority's consent is subject to the Authority Board's approval of this Assignment and Assumption, by duly adopted resolution, in its sole and absolute discretion. If the Authority's Board does not approve, then there will be no Authority consent.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption as the date first written above.

ASSIGNOR:

Wine Valley, Inc., a California Corporation

By: _____

Its: _____

ASSIGNEE:

F&B Associates Inc., a California corporation

By: _____

Its: _____

**FOR PURPOSES OF THE AUTHORITY CONSENT:
TREASURE ISLAND DEVELOPMENT AUTHORITY**

By: _____
Mirian Saez, Director of Island Operations

Authority Board Resolution No. _____
Adopted on February 12, 2014

APPROVED AS TO FORM:

**Dennis J. Herrera
City Attorney**

By: _____
Deputy City Attorney

1 [ASSIGNMENT AND ASSUMPTION AND CONSENT TO ASSIGNMENT]

2

3 **Resolution Approving and Authorizing the Execution of an Assignment and**
4 **Assumption of Sublease No. 380 and Consent to Assignment between Wine Valley,**
5 **Inc., a California corporation and F&B Associates Inc., a California corporation, for**
6 **restaurant space located at Building 183, Treasure Island.**

7 WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island
8 and Yerba Buena Island (together, the "Base"), which is currently owned by the United States
9 of America ("the Federal Government"); and,

10 WHEREAS, The Base was selected for closure and disposition by the Base
11 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
12 subsequent amendments; and,

13 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
14 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
15 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
16 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
17 conversion of the Base for the public interest, convenience, welfare and common benefit of
18 the inhabitants of the City and County of San Francisco; and,

19
20 WHEREAS, Under the Treasure Island Conversion Act of 1997 (the "Act"), which
21 amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to
22 Chapter 1333 of the Statutes of 1968, the California Legislature (i) designated the Authority as
23 a redevelopment agency under California redevelopment law with authority over the Base
24 upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the

25

1 Base which are subject to the Tidelands Trust, vested in the Authority the authority to
2 administer the public trust for commerce, navigation and fisheries as to such property; and,

3 WHEREAS, On February 6, 1998, the Board of Supervisors adopted Resolution No.
4 43-98 approving the designation of the Authority as a redevelopment agency for Treasure
5 Island and Yerba Buena Island; and,

6 WHEREAS, On February 11, 2009, the Authority Board of Directors approved a
7 month-to-month Sublease Agreement with Wine Valley, Inc., a California corporation
8 (hereafter referred to as "Wine Valley"), to operate a full service restaurant and bar at Building
9 183, the Treasure Island Café ("TI Café"); and,

10 WHEREAS, The TI Café is a 640 square foot building located south of the
11 Administration Building on Treasure Island overlooking Clipper Cove and has a clear view of
12 the San Francisco skyline from its enclosed patio; and,

13 WHEREAS, TI Café has provided food service to Island residents and visitors,
14 beginning with the Life Learning Academy, a Delancey Street Charter School, and later with
15 Treasure Island Job Corps using the TI Café for work study opportunities for youth in culinary
16 training programs; and,

17 WHEREAS, Over the past 5 years, Wine Valley in conjunction with F&B Associates
18 Inc., a California corporation ("F&B") have successfully managed the TI Café, whereby F&B
19 has been the restaurant operator, and Wine Valley provided culinary expertise in the day to
20 day operations of the TI Café; and,

21 WHEREAS, In November 2013, the Authority received notice from Wine Valley that it
22 was ceasing its operations on Treasure Island; and,

1 WHEREAS, Project Staff has negotiated an Assignment and Assumption of Sublease
2 No. 380 and Consent to Assignment with Wine Valley and F&B that would allow F&B to
3 continue operating the TI Café until November 30, 2014 or until such time Project Staff issues
4 a Request for Proposal ("RFP") for the selection of an operator to manage the TI Café; and,
5 now, therefore be it

6 RESOLVED, That the Authority hereby authorizes the Director of Island Operations or
7 her designee to execute the Assignment and Assumption of Sublease No. 380 and Consent
8 to Assignment between Wine Valley, Inc., a California corporation and F&B Associates Inc., a
9 California corporation, for restaurant space located at Building 183, Treasure Island, in
10 substantially the form attached hereto as Exhibit A; and be it

11 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of
12 Island Operations or her designee to enter into any additions, amendments or other
13 modifications to the Agreement that the Director of Island Operations or her designee
14 determines in consultation with the City Attorney are in the best interests of the Authority, that
15 do not materially increase the obligations or liabilities of the Authority, that do not materially
16 reduce the rights of the Authority, and are necessary or advisable to complete the preparation
17 and approval of the Agreement, such determination to be conclusively evidenced by the
18 execution and delivery by the Director of Island Operations or her designee of the documents
19 and any amendments thereto.
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CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on February 12, 2014.

Larry Del Carlo, Secretary



AGENDA ITEM 6 (d)
Treasure Island Development Authority
City and County of San Francisco
Meeting of February 12, 2014

Subject: Resolution approving revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule, including venue management of Casa de la Vista, the Chapel and Administrative Building One Events

Contact: Jack Nathanson, Special Events Manager

Phone: 415-274-0688

BACKGROUND:

For over six years, the Treasure Island Homeless Development Initiative, a California nonprofit corporation ("TIHDI"), Toolworks, a California nonprofit corporation, and Wine Valley, Inc., a California corporation doing business as Wine Valley Catering (hereafter collectively referred to as the Joint Venture ("JV")), have managed events at four locations on Treasure Island, namely the Pavilion By The Bay, Casa de la Vista, the Chapel, and Administration Building Events.

The JV was formulated in furtherance of the Base Closure Homeless Assistance Agreement and Option to Lease Property (the "Homeless Assistance Agreement") and later the Amended and Restated Base Closure Assistance Agreement for Treasure Island. The goals of the JV were to increase economic development of Treasure Island and provide employment and job training for homeless, at risk and/or disabled residents of Treasure Island and San Francisco, while managing event rental revenues for the Treasure Island Development Authority (the "Authority"). The JV has successfully accomplished these goals. Unfortunately, on November 5, 2013, Wine Valley Catering ("WVC") notified the Authority that it was ceasing operations on Treasure Island effective December 31, 2013. In fact, WVC is ceasing operations entirely, thus dissolving the JV as it currently exists.

The Authority is currently in discussion with TIHDI and Toolworks as they endeavor to find a suitable replacement partner for the JV. Until a new JV is formed with terms acceptable to all parties, Authority staff will manage venue rentals for Casa De la Vista, the Chapel and Administrative Building One, effective January 1, 2014. This will give Project Staff the opportunity to re-assess demand for these facilities and determine if any improvements to the facilities are required. Additionally, Wine Valley Inc. is seeking to sell their interest in the Pavilion By the Bay. Therefore, commencing January 1, 2014, the Authority and Wine Valley, Inc. have entered into a separate month-to-month sublease for land on which the Pavilion By the Bay currently occupies at a monthly rental of \$8,800 consistent with the current rental terms with the JV for this facility.

PROPOSED CHANGES TO THE TREASURE ISLAND RENTAL POLICY:

Revisions to the Rental Policy (attached as Exhibit "A"). The revisions include the following:

1. Section I (Rental Rate Classifications) has been revised to include cleaning and facility management fees and remove various discounts so that the policy aligns with the City's general leasing policies.
2. Section I (G) (At – Cost Rates) has been revised to reflect current eligible organizations.
3. Section IV (Cancellation and Change Policy) has been revised raising the minimum cancellation fee from \$250.00 to \$500.00.
4. Section VI (Insurance) has been revised to reflect current City and County of San Francisco requirements.

PROPOSED CHANGES TO THE RATE SCHEDULE:

Project Staff updated the Competitive Analysis Study of similar Bay Area special event venues in June, 2013. Although the current Rental Rate Schedule remains competitively positioned, Project Staff proposes revisions to the rate schedule that eliminate mid-week venue pricing and incorporate cleaning and venue management costs into the rental rates. For example, the rental rate for Casa de la Vista will increase from \$3,950.00 to \$4,500.00 in order to cover the approximately \$550.00 in cleaning and day of event facilities management.

FINANCIAL IMPACT

Although difficult to quantify, Project Staff anticipates changes to have a minimal effect on revenues for fiscal year 2013/2014, and a positive effect for the following fiscal year as approximately 150 rentals of the venues are anticipated to exceed \$450,000.00 for fiscal year 2014/2015.

RECOMMENDATION:

Project Staff recommends that the Authority Board of Directors approve the proposed revisions to the Rental Policy and Event Venue Rate Schedule as attached hereto as Exhibits A. Once the Authority Board approves the proposed revisions to the Rental Policy and Rate Schedule, Project Staff will then submit it to the Board of Supervisors for final approval. Upon adoption of the amended Rental Policy and Event Venue Rate Schedule, the Director of Island Operations will be authorized to enter into use permits without specific Treasure Island Development Authority Board approval of each permit, provided that the permit conforms to all the approved permitting parameters. Project staff would not be authorized to enter into permits at rental rates below those adopted or on terms and conditions that are not consistent with the parameters in the Interim Subleasing Policy without specific authorization from the Treasure Island Development Authority Board of Directors.

EXHIBITS:

EXHIBIT A: Rental Policy for Special Events Including Rate Schedule

Prepared by: Jack Nathanson, Special Events Manager

For: Mirian Saez, Director of Island Operations

EXHIBIT A

TREASURE ISLAND DEVELOPMENT AUTHORITY RENTAL POLICY FOR SPECIAL EVENTS

The Rental Policy applies to any use of facilities on Treasure Island and Yerba Buena Island for special events. Special events are defined as gatherings of two or more persons for reserved use, public or private, of indoor or outdoor facilities which include, but are not limited to the following.

- Weddings and Domestic Ceremonies; Bar & Bat Mitzvahs; graduation, anniversary, and birthday parties
- Picnics, motorcycle rides, and marching band practices
- ~~All sports and athletic practices, games, and tournaments~~
- Corporate events: meetings, conferences, luncheons, dinners, auctions, cocktail parties, holiday events
- Fundraising walks, triathlons, bike races, and water-related sports events
- School dances, art exhibits, and trade shows
- Any public festivals, concerts, musical performances and open air markets
- City sponsored events

The Rental Policy applies to all applicants, without discrimination with regard to race, color, creed, religion, ethnicity, national origin, ancestry, age, sex, gender identity, sexual orientation, domestic partner status, marital status, HIV status, political affiliation, disability, weight, height, or any other designations prohibited by law.

Rentals shall be subject to the terms and conditions of the standard permit form, which has been approved by the ~~TIDA~~ Authority Board, subject to such revisions as may agreed to by the Director of Island Operations so long as such revisions to not materially increase the burdens or materially decrease the benefits to ~~TIDA~~ the Authority.

I. RENTAL RATE CLASSIFICATIONS

~~The Event Venue Rate Schedule includes standard rates for all use and non-profit rates for those eligible entities with a 501(c)(3) status. Off peak rates for the Chapel are available during less desirable rental periods. Several discounts are available, including a military discount to all active military personnel and all veterans, discounts to city employees, and a discount on events planned within a short term time period of two months prior to the event date. See Exhibit A for the Event Venue Rate Schedule.~~

A. STANDARD RATES

~~The standard rates apply to the rental of each venue and include a definitive length of time for each rental period, as well as cleaning and facilities management.~~

~~B. _____~~

~~B. _____ NON-PROFIT RATES~~

The non-profit rates, which are a 20% reduction from the standard rates, apply only to those eligible entities with 501(c)(3) status. This reduction in rates proposes to accommodate non-profit entities with generally lower budgets for events and fundraisers consistent with their nonprofit purpose.

Those entities requesting approval of the non-profit rate must submit a letter from the nonprofit organization stating that the proposed use of the Treasure Island facilities is in furtherance of the nonprofit organization's purpose and mission for which it obtained tax exemption under Section 501(c)(3) of the United States Internal Revenue Code. A copy of the Internal Revenue Service's written determination that the applicant nonprofit is exempt from taxation under Section 501(c)(3) of the United States Internal Revenue Code is required.

D. —

D. — MILITARY DISCOUNT RATES

To accommodate the large number of inquiries for military personnel discounts, a 20% discount is available for active members of the military and all veterans. Military Identification is required.

E. — CITY EMPLOYEE DISCOUNT RATES

To accommodate the large number of inquiries for city personnel discounts, a 20% discount is available for active city and county employees. CCSF Employee Identification is required.

FB. NEGOTIATED RATES and SHORT TERM DISCOUNTS

While the Event Venue Rate Schedule gives structure to the most common use and application of venues on Treasure Island such as weddings, picnics, and parties, a variety of miscellaneous uses are frequently requested. Many applications received for use of space or facilities cannot fit into the structured framework by which the majority of events typically produced on Treasure Island can adhere.

Rental rates will often need adjustment based on a variety of atypical circumstances such as press conferences, outdoor festivals, and races or walks utilizing streets and portions of the Island not regularly used. Often considerations in cost can lead to the event producer choosing Treasure Island as an event site over another option.

In some cases, rental rates will call for adjustment so the use of space is not cost prohibitive to a prospective client. This is often the case involving multiple venue use and multiple day use. In these instances, the adjustment in rates may lead to a discount.

Discounts may occasionally be necessary in the case of a request for a rental reservation within a short term time period. Typically, any request for use of space within any current two month period is considered a short term request. These types of short term requests are typically for press conferences, corporate retreats and meetings, and memorial services. The ability to offer a

discounted rate for use of a venue that would otherwise generate no revenue on the specific requested date will lead to an increase in overall revenue.

The Director of Island Operations shall evaluate any infrequent and atypical event proposals, as well as any requests for venues within a short term period, and shall decide what discounts (if any) will apply, with a view to maximizing overall revenue. The Director of Island Operations shall, on no less than a quarterly basis, report to the Authority Board on rental rate considerations or discounts granted as part of the Director's Report at regularly scheduled meetings.

GC. AT-COST RATES

All available properties on Treasure Island and Yerba Buena Island that have been leased to the Treasure Island Development Authority by the United States Navy can be subleased to eligible organizations and entities on an At-Cost Rate. At-Cost refers to the calculated actual cost to provide the facility for use. Each venue will be assigned a predetermined At-Cost Rate based on calculations set forth below.

Calculation of At-Cost Rate:

At-Cost Rate is based on the actual cost of the following services.

- Janitorial service to clean the venue before and after use
- Garbage disposal and pick up from venue
- Landscape services for upkeep around venue
- Onsite event staff assignments
- Building maintenance and service as provided by DPW
- Cost of utilities as provided by PUC
- Cost of Project Staff time and materials, including such cost of City Attorney's office, other City departments, contractor, or consultant, as necessary

Eligibility:

Organizations will be eligible to receive the At-Cost Rate only if the requested use is for the direct benefit of the residents, students, and tenants of Treasure Island. The At-Cost Rate will not apply to private events for individuals. A formal, detailed event proposal will be required for submittal, specifying the purpose and benefit of the use.

Eligible Organizations:

Treasure Island Development Authority (TIDA)
Departments of the City and County of San Francisco (CCSF)
State and Federal Government Agencies
Treasure Island Homeless Development Initiative (TIHDI)

Members of TIHDI including:

Catholic Charities
Community Housing Partnership
Swords to Plowshares
HealthRIGHT 360
Rubicon Programs
Toolworks
Boys & Girls Club

Treasure Island Job Corps
Delancey Street-Life Learning Academy

YMCA-Treasure Island
Treasure Island Sailing Center
Treasure Island Community Associations Including:
Treasure Island Community (TIC)
Treasure Island Health Network (TIHN)
Community Watch
Treasure Island Citizens' Advisory Board
~~Boys & Girls Club~~
-San Francisco Little League
San Francisco Gaelic Athletic Association
San Francisco Golden Gate Rugby Association
United States Navy-Caretaker Site Office (CSO)
Restoration Advisory Board (RAB)
John Stewart Company-Villages at Treasure Island
Treasure Island Museum Association

Led By Faith Ministries

HD. WAIVER OF STANDARD RATES

Frequently, Project Staff receives requests for a waiver of rental fees. These requests are proposed for various purposes, including the use of facilities for the purposes of public service or the direct benefit of Island residents and the City of San Francisco. Examples include the Treasure Island Community Picnic, the Navy's RAB meetings for residents, a corporate sponsored volunteer clean up day, City sponsored press conferences, and the Treasure Island Job Corps's use of the Chapel for a memorial service.

Organizations which meet the same eligibility requirements necessary to be considered for the At-Cost Rate, may be issued a Use Permit with a wavier of rates **if no profit is generated or anticipated from the event.**

The Director of Island Operations shall use his/her reasonable discretion to waive rental fees as appropriate for instances as they arise. The Director of Island Operations shall, on no less than a quarterly basis, report on any such rental rate waivers granted to the Authority Board as part of the Director's Report at each regularly scheduled meeting, and report such waivers and discounts to the Board of Supervisors consistent with City policy. The Director of Island Operations shall not waive Event Venue Rates in excess of ~~\$5,000~~\$7,500.00 without the approval of the Authority Board.

4E. PROMOTIONAL RATES

In support of the overall goal to increase use of the venues so as to boost the revenue generated from Special Events, Project Staff often schedules promotional events in the venues. These promotional events range from a prearranged bus tour of the various venues, an informal lunch and tour, or to a larger scale dinner event and tour attended by event industry professionals. This type of outreach to professionals in the event industry allows Treasure Island to develop a larger base of wedding and event planners who can become familiarized with the venues and experience what Treasure Island has to offer. These planners may then recommend Treasure Island venues to their clients and work to promote Treasure Island.

The Director of Island Operations shall review each promotional opportunity and decide if the At-Cost Rate or Waiver of Standard Rates is appropriate. An example of a promotional event which would merit the At Cost Rate is the Hospitality Industry Association Gala. An example of a promotional event which would merit a Waiver of Standard Rates is a TIDA sponsored luncheon and tour of the venues.

JF. FILM AND PHOTO SHOOT RATES

A Use Permit for Film Production and Related Activities is issued for any film or photo shoots that take place on Treasure or Yerba Buena Islands. The two main rate classifications are: 1) Still Photo Shoot; and, 2) Film Shoot. Within each classification, the type of shoot is further distinguished as a Major Shoot or Minor Shoot.

Minor film and photo shoots are those that require very few to no support functions, such as the photographer and the subject only, with minimal equipment.

Major film and photo shoots are those that require substantial support, such as a film crew, prop, vehicles, generators, lighting, and road closures.

Rates for film and photo shoots are included on the Event Venue Rate Schedule attached as Exhibit A. For use of a facility or event venue, at no time shall the fee charged for a film or photo shoot be less than the rental rate as specified under the Event Venue Rate Schedule for that premises.

II. ADDITIONAL FEES

Those events that are common and can conform to the structure that has been established for the rental process will often include event components that require additional rental time incorporated into a rental reservation. Therefore, additional fees are available to allow for such various circumstances. For example, a provision for cleaning fees may be added for an event where such a fee is deemed to be necessary.

A. EXTRA HOURS

Each event contains certain variables that may cause the need for hours of use outside of the standard base rental for each facility. Common variables that may require extra hours of use are elaborate décor designs, lighting installations, catering needs, tent installation and removal, and extensive clean up requirements. Thus, additional time is offered to meet these needs which can be purchased per hour.

The extra hours allow for individual events to modify the rental period so that the desired level of décor/set up can be achieved. This flexibility in price structure benefits those events that may require extra hours, as well as those that do not.

B. SET-UP AND BREAKDOWN DAY FEES

Often an event décor design is so elaborate and extensive that an entire day may be used for set up and/or breakdown of stages, tents, lighting, and exhibits. TIDA-The Authority recognizes that many events involve pre-event and post-event activities such as these and therefore accommodates additional days at a lower rental fee than the actual event day itself. In the

instance that a full day (equivalent to the base rental period of the facility) is required for set up or breakdown, 50% of the base Rate Schedule will be charged.

C. REHEARSALS

Weddings and domestic ceremonies often request use of a facility for a ceremony rehearsal. Thus, rehearsal requests are accommodated, per hour, at the standard Extra Hour Rate.

D. PARKING LOT RATES

For each venue rental, a designated number of parking spots is included in the base rental structure. Often, an event will require use of additional parking lots for one of two reasons: 1) additional parking needs; or 2) additional event space, such as for tents, a car show, or an outdoor festival. The rates incurred for the additional lots requested are structured to accommodate the two types of uses.

- i. Parking Lot Rates for additional parking needs will be calculated between \$.05 and \$.25 per square foot per month, depending on criteria such as whether the lot is paved or has lighting.
- ii. Parking Lot Rates for additional event space needs will be calculated at \$500 for any lot under 30,000 square feet, \$1,000 for any lot between 30,000 square feet and 100,000 square feet, and \$1,500 for any lot over 100,000 square feet.

III. SPECIAL EVENT APPLICATION SUBMITTAL, REVIEW AND APPROVAL

All Special Events held on the Islands must possess a Special Event Use Permit (heretofore referred to as a "Use Permit") issued by the Treasure Island Development Authority for use of facilities and grounds on Treasure Island. To initiate the Use Permit application and venue reservation process, the Event Producer shall complete and submit to the Authority in a time period of no later than 150 days prior to the proposed Event Date, unless otherwise notified by the Authority:

- **A Treasure Island Development Authority Special Event Application** (Heretofore referred to as the "Application", a copy of which is included in this packet). Event Producers shall complete all sections of the Application including the proposed on-Island Venue for the Special Event; a clear, complete and truthful description of the entire scope of the Special Event, including dates of all Special Event set-up and take-down activities preceding and following the Special Event itself.
- **A check, cashier's check or money order equal to 50% of the total Venue Use Fee payable to "Treasure Island Development Authority".** Cash and credit/debit card payments are not accepted.

Application review will not begin until both the completed Application and check are received. Incomplete Applications or lack of appropriate level of detail on the Application shall delay Authority review. Upon receipt of the Application, Authority staff shall review the information contained in the Application, conduct due-diligence on the Event Producer, and identify additional regulatory reviews and permits from other relevant City agencies which will be required for the Event. If requested by the Authority, Event Producers shall provide professional references or any other additional information about the proposed Special Event in a timely manner. Authority staff shall request any additional information required within 10 working days of receiving an Application. The Authority shall reserve the right to request review of the Application by other pertinent agencies of the City and County of San Francisco or State of California. Event Producer shall provide all additional information requested by the Authority as a result of these additional reviews.

Upon completion of Application review, the Authority shall notify the Event Producer of the approval or rejection of the Application in writing. If an Application is approved, this notification shall also indicate additional regulatory reviews and permits required of the Special Event and Event Producer. If an Application is rejected, the Authority shall send the Event Promoter a letter denying the Application. Event Promoters may appeal any such rejection directly to the Director of Island Operations.

An approval notification does not represent a final approval of the Special Event nor issuance of a Special Event Use Permit, it is strictly a confirmation of exclusive reservation of the Venue. A Special Event Use Permit is not issued until all Special Event requirements are fulfilled by the Event Producer.

Reservation of Venue and Payment of Venue Use Fee and Security Deposit:

Upon approval of the Application, the submitted check shall be deposited and will serve to establish a formal reservation of the Event Venue by the Authority. This amount shall be credited toward the total Venue Use Fee for the Special Event owed by the Event Producer. Except in extenuating circumstances, this initial 50% payment is non-refundable, regardless of future cancellation of the Event by the Sponsor or Producer. The balance of the Venue Use Fee shall be due to the Authority no later than forty-five (45) working days prior to the Special Event move-in day at the Venue.

The Event Sponsor or Producer shall also be required to pay the Authority a separate Venue Security Deposit on the venue equal to 50% of the total Venue Use Fee, payable by check or cashiers check to "Treasure Island Development Authority". The Venue Security Deposit shall be due to the Authority no later than forty-five (45) working days prior to the Special Event move-in day at the Venue. The Authority shall deposit and hold this payment until after the Special Event is completed and the Venue is completely vacated by the Event Producer. At such time the Authority will inspect the Venue and deduct from the Security Deposit any amounts required to repair damage caused to the Venue or surrounding area by the Event Producer. The full Security Deposit amount, or portion thereof, will be refunded to the Event Producer within 4 to 6 weeks of the Event Producer vacating the Venue.

Treasure Island Special Event Use Permit:

Upon approval of the Special Event Application and deposit of the 50% payment of the Use Fee, the Authority shall draft a Treasure Island Special Event Use Permit (referred to as the "Use Permit") between the Authority and the Event Promoter. The Use Permit document is the formal contract allowing for use of the Venue and it sets forth the business terms and conditions between the Authority and the Event Producer for the use of the Venue. The Use Permit document shall dictate all terms, conditions and restrictions under which the Special Event shall be held, including additional Permits and requirements imposed by other pertinent agencies. All Special Events held on Treasure Island require a Use Permit document regardless of the size or duration of the Special Event.

Use Permits are only considered valid upon execution by the Event Producer, the Office of the San Francisco City Attorney, and the Director of Island Operations. Upon full execution of the Use Permit, one original copy shall be issued to the Event Producer and one copy shall be filed at the Authority office. Failure of Event Producers to comply with all Use Permit requirements, including but not limited to failure to secure additional required permits from other City departments, failure to secure appropriate insurance and failure to make full payment to the Authority of the Use Fee and Security Deposit, is considered cause for the Director of Island Operations to withhold execution of a Use Permit. The Authority may revoke a fully executed Special Event Use Permit at any time before or during the term of the Use Permit, including during the Special Event itself, should the Event Producer fail to adhere to any of the terms and conditions of the Use Permit.

Securing Additional Regulatory Permits and City Agency Reviews:

Upon reservation of venue and receipt of confirmation of Application approval from the Authority, Event Producers shall be responsible for securing all regulatory reviews, approvals or permits that may be required by other City agencies as specified by the Authority in the Application approval letter. Event sponsors will be responsible for coordinating additional approvals and permits from other City Departments, as well as fulfilling any required conditions of these approvals and permits.

Depending on size, location and type of event, additional permits that **may** be required include, (but are not limited to), the following:

- Department of Building Inspection Temporary Building Permit for construction of temporary structures and staging.
- Treasure Island Dig Permit for any breaking of ground, excavation or tent staking.
- San Francisco Fire Department Open Flame Permit; Public Assembly Permit; Flammable Material Storage Permit; including possible Bureau of Fire Prevention staffing requirement for event.
- San Francisco Police Department approval of Transportation Plan and Special Event security staffing; including possible SFPD 10B Event Officer staffing requirement for event;

- San Francisco Entertainment Commission Itinerant Show Permit; Loudspeaker Permit; Mechanical Contrivance Permit; One Night Event Permit.
- San Francisco Department of Emergency Management approval of Event Medical Plan.
- San Francisco Department of Public Health Temporary Event Permit for food service.
- CalTrans Encroachment Permit for closure of traffic lane on San Francisco-Oakland Bay Bridge (if requested by Event Producer).
- California State Athletic Commission approval and assigned staffing.

IV. SECURITY DEPOSITS

A. SECURITY DEPOSIT REQUIREMENT

Applicants or event sponsors are required to submit a security deposit to accompany the Special Event Application. The required deposit is 50% of the base Standard Rate Schedule of the venue requested regardless if a discount is applied. This deposit is fully refundable and is required by the Treasure Island Development Authority to provide reasonable assurance that the facilities will be treated with care and that any damages will be repaired at the applicant's expense. Deposits will be refunded no later than 45 business days after the event, provided the facilities are left in the same condition in which they were rented. Events that have been approved At-Cost or with a Waiver of Standard Rates do not require a security deposit.

Any organization requesting consideration for the At - Cost Rate must follow all standard procedures for event rentals. A Special Event Application must be completed and submitted with a minimum refundable deposit of \$500. Additionally, a formal written proposal must be submitted with the Application detailing the type of use and the benefit that will serve the Treasure Island community. All Rules and Regulations, Policies and Procedures set forth in the Event Application Packet will apply.

B. SECURITY DEPOSIT RETURN

Once the event has taken place, if no damage has occurred and no extra hours were used, then the full deposit is returned to the Permittee within 4 to 6 weeks of the Event Producer vacating the Venue.

If any damage to the facility has occurred, the ~~Special Events~~ Authority staff will notify the Permittee in writing and estimate the repair cost within 30 days of the event. The Special Events staff will refund the security deposit after receipts of the actual repair cost are provided and fees are deducted from the security deposit, no later than 60 days after the event date.

If the Permittee has occupied the venue for extended hours over those specified in the Use Permit, the standard extra hour fee is deducted from the security deposit. Extra hours are not prorated and any increment of extra time will automatically incur an extra hour charge.

C. CANCELLATIONS AND CHANGES POLICY

Cancellations, postponements, and changes of date or venue must be received in writing in order to receive a deposit refund. Any postponement of date or change of date or venue will be

considered a cancellation of the current reservation and a request for a new reservation. Thus, the Cancellation and Changes Policy will apply to any request for postponement and/or change of date or venue.

The minimum cancellation fee is \$250 per venue. Cancellations, postponements, or changes of date or venue, made fewer than 30 days prior to an event will receive no deposit refund.

Security deposits, less a cancellation fee, will be refunded if the ~~Treasure Island Development~~ Authority receives written notice of cancellation, postponement, or change of date or venue at least 30 days prior to the scheduled event. The minimum cancellation fee of \$250 will apply to each venue. If notice of cancellation, postponement, or change of date or venue is received fewer than 150 days prior to the scheduled event, security deposits will be refunded according to the following schedule:

CANCELLATION, POSTPONEMENT, CHANGE OF DATE OR VENUE	CANCELLATION FEE	REFUND AMOUNT
(days before event)	(percentage of deposit)	(percentage of deposit)
150 days or more	\$250 \$500	100% less \$250 \$500
149-120 days	20%	80%
119-90 days	40%	60%
89-60 days	60%	40%
59-30 days	80%	20%
29 days and fewer	100%	0

V. SECURITY AND PERMITS

The Permittee shall provide, at its expense, any and all additional security and police officers required for the event as determined by the San Francisco Police Department, as well as, any medical life safety personnel or vehicles during the hours of operation of the event, as determined necessary by the San Francisco Fire Department.

The Permittee shall obtain approval from the San Francisco Police Department for alcohol sales and must obtain a one day liquor license from the California Department of Alcoholic Beverage Control.

The approval and application of an At Cost Rate will not preclude the Permittee from obtaining any necessary and required permit or regulation from City departments.

VI. INSURANCE

Special Event Insurance Requirements:

In addition to issuance of a Use Permit, Event Producers are required to carry adequate liability insurance coverage for all Special Events held on Treasure Island. Minimum insurance

requirements are listed below, but these requirements may be modified or increased depending on the nature of the event:

- Workers Compensation insurance with limits not less than \$1 million;
- Employers' Liability Coverage with limits of not less than \$1,000,000 for each accident or occurrence, Comprehensive or Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.
- Automobile Liability insurance with limits not less than \$1 million.

A Certificate of Insurance confirming coverage and an Endorsement for Additional Insureds form (known as a "Form CG 20" or equivalent) are both required. The following entities must be endorsed as Additional Insureds on all policies required of the Event Producer: *"Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents"*.

One-Day Special Event General Liability Insurance coverage is available for purchase through TIDA on a sliding fee scale based on the nature of the Special Event and the number of participants. Event Promoters may request more information from the Authority regarding the availability of this coverage if they do not carry Liability Insurance themselves.

~~In addition to issuance of a Use Permit, Event Producers are required to carry adequate liability insurance coverage for all Special Events held on Treasure Island. Minimum insurance requirements are listed below but these requirements may be modified or increased depending on the nature of the event and as recommended by the City Risk Manager:~~

- ~~• Workers Compensation insurance with limits not less than \$1 million~~
- ~~• Comprehensive or Commercial General Liability insurance with limits not less than \$1 to \$ million (depending on nature of event, which includes of liquor liability and all independent contractors)~~
- ~~• Automobile Liability insurance with limits not less than \$1 million.~~

~~A Certificate of Insurance confirming coverage and an Endorsement for Additional Insureds form (known as a "Form CG 20" or equivalent) are both required. The following entities must be endorsed as Additional Insureds on all policies required of the Event Producer: "Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents".~~

~~One-Day Special Event General Liability Insurance coverage is available for purchase through TIDA on a sliding fee scale based on the nature of the Special Event and the number of participants. Event Promoters may request more information from the Authority regarding the availability of this coverage if they do not carry Liability Insurance themselves.~~

Any and all organizations approved for any discounted rates, including the At - Cost Rate and Waiver of Standard Rates will be required to provide General Liability Insurance coverage that meets the requirements specified in the Use Permit. If the agency is self - insured, written documentation of such self insurance is required.

VII. ANNUAL REVIEW OF RATES

The rates for each venue shall be reviewed at least annually, and adjusted as deemed necessary after a market survey. Any changes to the Event Venue Rate Schedule shall be presented to the Authority Board for adoption.

VIII. SUSTAINABILITY

Resource Conservation and Sustainability. Authority is committed to managing the Premises in as sustainable a manner as possible. In addition to Permittee's compliance with the requirements of Section 32 below, Permittee shall use its best efforts to conduct its operations in accordance with sustainable practices and shall conduct its operations in accordance with all applicable environmental laws.

California State Bill, AB 2176 (Montanez, Chapter 879, Statutes of 2004) and the San Francisco Environment Code require all operators of large events to maximize recycling and minimize waste in order to achieve high rates of landfill diversion. If Permittee's use of the Premises will host over 1,000 people, Permittee shall comply with the following requirements not later than thirty (30) days prior to the scheduled event:

- A. Submit a recycling and waste reduction plan to the Treasure Island Event Coordinator.
- B. Provide proof of attendance at an event recycling workshop or hire an approved event recycling crew. Contact the SF Department of the Environment's recycling program at 355-3754 for more information on workshops and approved recycling services.
- C. Submit proof of recycling, trash and composting (if applicable) collection services. Proof of service can be obtained from the permitted refuse hauler, Golden Gate Disposal and Recycling (www.sfreycling.com or 330-1300).

Fish and Game Code Section 5652 makes it unlawful to deposit, pass into, or place where it can pass into the waters of the state, or to abandon, dispose of, or throw away, within 150 feet of the high water mark of the waters of the state, any cans, bottles, garbage, motor vehicle or parts thereof, rubbish, litter, refuse, waste, debris, or the viscera or carcass of any dead mammal, or the carcass of any dead bird. Permittee shall comply with the provisions of this Section, including but not limited to, prohibiting the release of balloons or any other material that is consistent with this provision.

Zero Waste. The Authority's goal is a policy for Zero Waste at Special Events and Activities held on Treasure Island and prohibits permittees from the following activities:

- The sale, use and distribution of single-use plastic water bottles.
The Event Organizer will provide "water filling stations" supplied either by the San Francisco Public Utilities Commission or a vendor approved by the Authority
- The sale, use and distribution of single-use plastic bags.
The Event Organizer must use alternatives to single-use plastic bags such as

Recyclable paper, compostable plastic (preferably marine degradable) and/or reusable bags as those terms defined in the City's Plastic Bag Reduction Ordinance, Environment Code, Chapter 17.

- Avoid the use of disposable plastic packaging.

1 [Revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate
2 Schedule, including venue management of Casa de la Vista, the Chapel, and Administrative
3 Building One Events.]

4
5 **Resolution Retroactively Approving and Authorizing Revisions to the Treasure Island**
6 **Rental Policy for Special Events and Event Venue Rate Schedule, including venue**
7 **management of Casa de la Vista, the Chapel, and Administrative Building One Events.**

8 **WHEREAS**, Former Naval Station Treasure Island is a military base located on
9 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by
10 the United States of America, acting by and through the Department of the Navy; and,

11 **WHEREAS**, The Base was selected for closure and disposition by the Base
12 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
13 subsequent amendments; and,

14 **WHEREAS**, Under the Treasure Island Conversion Act of 1997, which amended
15 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter
16 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority
17 as a redevelopment agency under California redevelopment law with authority over the Base
18 upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the
19 Base which are subject to Tidelands Trust, vested in the Authority the authority to administer
20 the public trust for commerce, navigation and fisheries as to such property; and,

21 **WHEREAS**, The Board of Supervisors approved the designation of the Authority as a
22 redevelopment agency for Treasure Island in 1997; and,

23 **WHEREAS**, On January 24, 2012, the Board of Supervisors rescinded designation of
24 the Authority as the redevelopment agency for Treasure Island under California Community
25 Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect

1 Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust
2 trustee for the portions of Treasure Island subject to the Tidelands Trust, or any of the other
3 powers or authority; and,

4 **WHEREAS**, For over six years, the Treasure Island Homeless Development Initiative,
5 a California nonprofit corporation ("TIHDI"), Toolworks, a California nonprofit corporation, and
6 Wine Valley, Inc., a California corporation doing business as Wine Valley Catering (hereafter
7 collectively referred to as the Joint Venture (the "JV")), have managed events at four locations
8 on Treasure Island, namely the Pavilion By The Bay, Casa de la Vista, the Chapel, and
9 Administration Building One; and,

10 **WHEREAS**, The JV was formulated in furtherance of the Base Closure Homeless
11 Assistance Agreement and Option to Lease Property (the "Homeless Assistance Agreement")
12 and later the Amended and Restated Base Closure Assistance Agreement for Treasure
13 Island; and,

14 **WHEREAS**, Wine Valley Catering notified the Authority that it was ceasing operations
15 on Treasure Island effective December 31, 2013; and,

16 **WHEREAS** The Authority is currently in discussion with TIHDI and Toolworks as they
17 endeavor to find a suitable partner for the JV to replace Wine Valley Catering; and,

18 **WHEREAS**, Until a new JV is formed with terms acceptable to all parties, Authority
19 staff will manage venue rentals for Casa De la Vista, the Chapel and Administrative Building
20 One, effective January 1, 2014; and,

21 **WHEREAS**, Project Staff proposes revisions to the Rental Policy for Special Events
22 and Event Venue Rate Schedule (the "Rental Policy") as follows: (i) Section I (Rental Rate
23 Classifications) has been revised to include cleaning and facility management fees and
24 remove various discounts so that the policy aligns with the City's general leasing policies, (ii)
25 Section I (G) (At – Cost Rates) has been revised to reflect current eligible organizations, (iii)

1 Section IV (Cancellation and Change Policy) has been revised to raise the minimum
2 cancellation fee from \$250.00 to \$500.00, and (iv) Section VI (Insurance) has been revised to
3 reflect current City and County of San Francisco requirements; and,

4 **WHEREAS**, Project Staff updated the Competitive Analysis Study of similar Bay Area
5 special event venues in June, 2013; and, **WHEREAS**, While the current Rental Rate
6 Schedule remains competitively and appropriately priced, Project Staff proposes revisions to
7 the Rental Policy to eliminate mid-week venue pricing and incorporate cleaning and venue
8 management costs into the set rental rates. For example, the rental rate for Casa de la Vista
9 will increase from \$3,950.00 to \$4,500.00 in order to cover the approximately \$550.00 in
10 cleaning and day of event facilities management; now, therefore, be it

11 **RESOLVED**, The Authority Board of Directors approve the proposed revisions to the
12 Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule, including
13 Authority management of events at Casa de la Vista, the Chapel, and Administrative Building
14 One; and, be it

15 **FURTHER RESOLVED**, If approved by the Authority Board of Directors, then Authority
16 staff will submit the revised Rental Policy to the Board of Supervisors for approval; and, be it

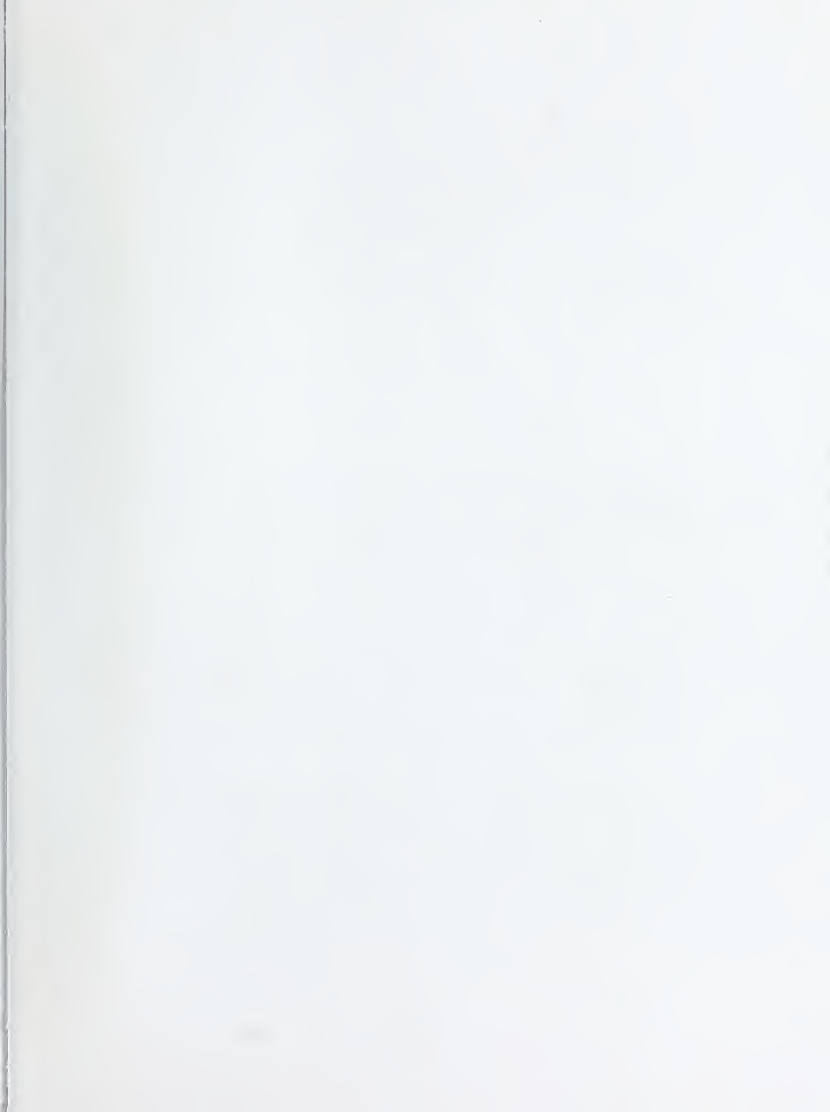
17 **FURTHER RESOLVED**, If approved by the Authority Board of Directors and the Board
18 of Supervisors, the Director of Island Operations will be authorized to enter into use permits
19 (including certain below market rate permits) without specific Treasure Island Development
20 Authority Board approval of each permit, provided that the permit conforms to all the approved
21 permitting parameters set forth in the revised Rental Policy.

22
23
24
25

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on February 12, 2014.

Larry Del Carlo., Secretary



AGENDA ITEM 7
Treasure Island Development Authority
City and County of San Francisco
Meeting of February 12, 2014

Subject: Resolution Approving and Authorizing the Execution of a First Amendment to the Professional Services Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative, a California nonprofit corporation, to increase the annual Scope of Services and not to exceed Contract Amount for Fiscal Year 2013-2014 (*Action Item*)

Contact Richard A. Rovetti, Deputy Director of Real Estate

Phone 415-274-3365

BACKGROUND

The Treasure Island Homeless Development Initiative ("TIHDI") is a consortium of nonprofit organizations that provide services to homeless and other economically disadvantaged San Francisco residents. TIHDI was organized to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994.

On November 26, 1996, the US Department of Housing and Urban Development approved the Base Closure Homeless Assistance Agreement and Option to Lease Real Property ("Homeless Assistance Agreement") between the City & County of San Francisco (the "City") as the Local Reuse Authority for Treasure Island and TIHDI. The Homeless Assistance Agreement was drafted as an element of the City's election to comply with the conditions of the Base Closure, Community Redevelopment and Homeless Assistance Act of 1994, which requires the Local Reuse Authority to propose a plan for using Base resources to assist homeless persons in the City. The Treasure Island Development Authority (the "Authority") is the successor Local Reuse Authority. In 2011, the Authority and TIHDI executed the Amended and Restated Base Closure Homeless Assistance Agreement (the "TIHDI Agreement").

The proposed Professional Services Agreement (the "Agreement") between the Authority and TIHDI continues TIHDI's role in (i) the coordination and facilitation of community-based homeless service organizations in Treasure Island community activities; (ii) participation in the development process to support development plans which implement the executed TIHDI Agreement; (iii) development of housing units allocated to TIHDI under the TIHDI Agreement; and (iv) operation of a job broker system and economic self-sufficiency programs for Island residents.

On June 12, 2013, the Authority Board of Directors approved a Professional Services Agreement with TIHDI in the amount of \$171,000 to support TIHDI's mission and to provide services to the Treasure Island community for Fiscal Year 2013-2014.

In November 2013, the Authority received notice from the Wine Valley Catering ("WVC") that it was ceasing operations on Treasure Island effective December 31, 2013. In fact, WVC is ceasing operations entirely, thus dissolving the Joint Venture ("JV") as it currently exists between the TIHDI and Toolworks for managing the Authority's Special Events District including the Casa de la Vista, Chapel, and Administration Building. The Authority is currently in discussion with TIHDI and Toolworks as they endeavor to find a suitable replacement partner for the JV. Until a new JV is formed with terms acceptable to all parties, Authority staff will manage venue rentals for Casa De la Vista, the Chapel and Administrative Building One effective January 1, 2014. Therefore, the Authority will be responsible for providing afterhours onsite staffing for the Special Events District venues.

Project Staff and TIHDI have negotiated a First Amendment to the Professional Services Agreement (the "First Amendment") to increase the annual Scope of Services to provide onsite afterhours staffing at Casa de la Vista, Chapel, and Building One. Compensation for these increase services shall be billed monthly based on actual hours worked and at a rate not to exceed twenty five dollars (\$25.00) per hour. Additionally, compensation for existing contact services excluding onsite Special Event Venue staffing shall be payable in monthly installments of \$14,250.

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

The salient terms and conditions of the proposed Professional Services Agreement include the following:

Commencement Date: January 15, 2014

Term: Month-to-Month

Compensation: Compensation of up to One Hundred and Eighty One Thousand Dollars (\$181,000) payable in twelve (12) monthly installments of \$14,250.00 commencing from July 1, 2013 for all contract services excluding onsite Special Event Venue staffing. Special Event Venue staffing will be billed monthly based on actual hours worked and at a rate not to exceed twenty five dollars (\$25.00) per hour

Services: TIHDI will provide onsite afterhours staffing at Casa de la Vista, Chapel, and Building One in furtherance of its mission to create jobs. Responsibilities may include opening and closing of the venues, as well as greeting and assisting event contact with any facility related issues.

BUDGET IMPACT

The Professional Services Agreement provides Toolworks with an amount not to exceed \$181,000 during FY 2013-2014. This amount increases the level of funding from FY 2013/14 by \$10,000.00 to support increase costs of materials, supplies and scope of work.

RECOMMENDATION

Project Staff recommends retroactive approval of the First Amendment to the Professional Services Agreement between the Treasure Island Development Authority and Treasure Island Homeless Development Initiative to increase the annual Scope of Services and not to exceed Contract Amount to \$181,000 for Fiscal Year 2013-2014.

EXHIBITS

Exhibit A. First Amendment to the Professional Services Agreement between the Treasure Island Development Authority and Treasure Island Homeless Development Initiative

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Mirian Saez, Director of Island Operations

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment"), dated for reference purposes only as of January 15, 2014, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation (the "Authority"), and the Treasure Island Homeless Development Initiative, a California nonprofit corporation (the "Contractor").

RECITALS

A. The Authority and the Contractor entered into that certain Professional Services Agreement dated for reference purposes as July 1, 2013 (the "Original Agreement"), for coordinating and facilitating the participation of community-based homeless service organizations activities with all public and private agencies operating on former naval base Treasure Island in the current implementation of the TIHDI agreement, as more particularly described in the Original Agreement. The term of the Original Agreement expires on June 30, 2014.

B. The Authority and the Contractor desire to amend the Original Agreement to increase the annual Scope of Services and not to exceed Contract Amount for Fiscal Year 2013-2014 on the terms and conditions set forth in this First Amendment

C. The Original Agreement and this First Amendment shall collectively be referred to as the "Agreement". All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the Authority and the Contractor hereby amend the Agreement as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
2. **Effective Date.** The effective date of this First Amendment shall be January 15, 2014 (the "Effective Date").
3. **Services Contractor Agrees to Perform.**

"The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein."

4. **Compensation.** As of the Effective Date, the first paragraph of Section 5 of the Original Agreement shall be amended to read as follows:

"Compensation shall be made in monthly payments on or before the **Tenth** day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Island Operations, in his or her sole discretion, concludes has been performed as of the **Final** day of the immediately preceding month. In no event shall the amount of this Agreement exceed **One Hundred and Eighty One Thousand Dollars (\$181,000.00)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Authority as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments."

5. **Counterparts.** This First Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.
6. **Full Force and Effect.** Except as specifically amended herein, the terms and conditions of the Sublease shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Authority and the Contractor have executed this First Amendment to Agreement at San Francisco, California, as of the date first above written.

AUTHORITY:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Mirian Saez
Director of Island Operations

CONTRACTOR:

**Treasure Island Homeless Development Initiative
a California nonprofit corporation**

By: _____

Its: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

Amendment Prepared By: Richard A. Rovetti, Deputy Director of Real Estate _____
(initial)

Appendix A
Services to be Provided by Contractor
Contract Year 2013-2014

Description of Services

TASK ONE

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor, materials, and equipment necessary to:

- Coordinate and facilitate the participation of community-based homeless service organizations activities with all public and private agencies operating on former naval base Treasure Island in the current implementation of the TIHDI agreement.

Specifically:

- Operate the Job Broker System for island employers to fulfill hiring objectives outlined in their leases and/or contracts with the Treasure Island Development Authority.
- Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding facility issues impacting Treasure Island.
- Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding hearings involving Treasure Island.
- Coordinate participation of members of the Treasure Island Homeless Development Initiative where appropriate.
- Operate the "Ship Shape" as a Community Center.
- Provide onsite afterhours staffing at Casa de la Vista, Chapel, and Building One.

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor, materials, and equipment necessary to:

- Coordinate and facilitate the participation and implementation of community-based homeless service organizations in the long term development of Treasure Island.

Specifically:

- Participate in the development of the affordable housing component of the proposed development plan as specified in the TIHDI agreement.
- Implement community serving and development components, Job Broker and First Source compliance and economic development opportunities as indicated in the TIHDI Agreement and JEOP.

**Appendix B
Calculation of Charges**

TIHDI 2013-2014	Total	
Income		
Contract Income		TIDA
Total Contract Income	181,000	181,000
Foundation Income		
Total Foundation Income	99,000	
Corporate Income		
Total Corporate Income	40,000	
Donation Income		
Total Donation Income	39,000	
Other Income		
Total Other Income	211,502	
Total Income	560,502	
Personnel		
Total Personnel & Benefits	359,152	
NonPersonnel Expenses		
Prof Fees/Contracts		
Total Prof Fees/Contracts	77,600	
Program Expenses (includes Community Leadership Program contribution of \$4,000 and onsite staffing of TIDA's Special Event Venues of \$10,000)		
Total Program Expenses	63,500	
Operating Expenses		
Total Operating Expenses	70,250	
Total Expenses	570,502	

Compensation of up to One Hundred and Eighty One Thousand Dollars (\$181,000) payable in twelve (12) monthly installments of \$14,250.00 commencing July 1, 2013 for all contract services excluding onsite Special Event Venue staffing. Special Event Venue staffing will be billed monthly based on actual hours worked and at a rate not to exceed twenty five dollars (\$25.00) per hour.

1 [TIHDI Professional Services Agreement]

2 **Resolution Approving and Authorizing the Execution of a First Amendment to the**
3 **Professional Services Agreement between the Treasure Island Development Authority**
4 **and the Treasure Island Homeless Development Initiative, a California nonprofit**
5 **corporation, to increase the annual Scope of Services and not to exceed Contract**
6 **Amount for Fiscal Year 2013-2014.**

7
8 WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island
9 and Yerba Buena Island (together, the "Base"), which is currently owned by the United States
10 of America ("the Federal Government"); and,

11 WHEREAS, The Base was selected for closure and disposition by the Base
12 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
13 subsequent amendments; and,

14 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
15 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
16 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
17 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
18 conversion of the Base for the public interest, convenience, welfare and common benefit of
19 the inhabitants of the City and County of San Francisco; and,

20 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended
21 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter
22 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority
23 as a redevelopment agency under California redevelopment law with authority over the Base
24 upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the

1 Base which are subject to Tidelands Trust, vested the authority to administer the public trust
2 for commerce, navigation and fisheries as to such property in the Authority; and,

3 WHEREAS, The Board of Supervisors approved the designation of the Authority as a
4 redevelopment agency for Treasure Island in 1997; and,

5 WHEREAS, The City and County of San Francisco, as the predecessor Local Reuse
6 Authority for the Base, negotiated a proposed Base Closure Homeless Assistance Agreement
7 and Option to Lease Real Property (the "Homeless Assistance Agreement") with the Treasure
8 Island Homeless Development Initiative ("TIHDI"), a consortium of nonprofit corporations
9 organized to utilize the available resources of the Base to help fill gaps in the continuum of
10 care for homeless persons and families, pursuant to the Base Closure Community
11 Redevelopment and Homeless Assistance Act of 1994; and,

12 WHEREAS, The Authority's purchasing policy and procedures authorize non-
13 competitive negotiations for contracts in furtherance of the Homeless Assistance Agreement;
14 and,

15 WHEREAS, The Authority has supported TIHDI pursuant to the Base Closure
16 Community Redevelopment and Homeless Assistance Act of 1994 by contracting with TIHDI
17 for the performance of services related to (i) the coordination and facilitation of community-
18 based homeless service organizations in Treasure Island community activities; (ii)
19 participation in the development process to support development plans which implement the
20 proposed Homeless Assistance Agreement; (iii) development of housing units allocated to
21 TIHDI under the Homeless Assistance Agreement; and (iv) operation of a job broker system
22 and economic self-sufficiency programs for Island residents (collectively, the "Services"); and,

23 WHEREAS, Under the existing contract, TIHDI provides services to the Treasure
24 Island community in an amount not to exceed One Hundred and Seventy One Thousand
25 Dollars (\$171,000) for the period from July 1, 2013 through June 30, 2014; and,

1 WHEREAS, In November 2013, the Authority received notice from Wine Valley
2 Catering ("WVC") that it was ceasing operations on Treasure Island effective December 31,
3 2013, thus dissolving the Joint Venture ("JV") as it currently exists between the TIHDI and
4 Toolworks for managing the Authority's Special Events District including the Casa de la Vista,
5 Chapel, and Administration Building; and,

6 WHEREAS, The Authority is currently in discussion with TIHDI and Toolworks as they
7 endeavor to find a suitable replacement partner for the JV, Authority staff will manage venue
8 rentals for Casa De la Vista, the Chapel and Administrative Building One effective January 1,
9 2014, and will be responsible for providing afterhours onsite staffing for the Special Events
10 District venues; and,

11 WHEREAS, Project Staff and TIHDI have negotiated a First Amendment to the
12 Professional Services Agreement (the "First Amendment") to increase the annual Scope of
13 Services to include onsite afterhours staffing at the Casa de la Vista and Chapel, and post
14 event cleaning of the Casa de la Vista, Chapel; and Administration Building; and ,
15

16 WHEREAS, Compensation for these increase services shall be billed monthly based
17 on actual hours worked and at a rate not to exceed twenty five dollars (\$25.00) per hour, and
18 compensation for existing contact services excluding onsite Special Event Venue staffing shall
19 be payable in monthly installments of \$14,250; now, therefore be it.

20 RESOLVED, That the Authority hereby authorizes the Director of Island Operations or
21 her designee to execute the First Amendment to the Professional Services Agreement (the
22 "First Amendment") with TIHDI effective January 15, 2014, and expiring on June 30, 2014, in
23 substantially the form attached hereto as Exhibit A; and be it
24
25

1 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of
2 Island Operations or her designee to enter into any additions, amendments or other
3 modifications to the First Amendment that the Director of Island Operations or her designee
4 determines in consultation with the City Attorney are in the best interests of the Authority, that
5 do not materially increase the obligations or liabilities of the Authority, that do not materially
6 reduce the rights of the Authority, and are necessary or advisable to complete the preparation
7 and approval of the First Amendment, such determination to be conclusively evidenced by the
8 execution and delivery by the Director of Island Operations or her designee of the documents
9 and any amendments thereto.

10
11
12
13 **CERTIFICATE OF SECRETARY**
14

15 I hereby certify that I am the duly elected and acting Secretary of the Treasure
16 Island Development Authority, a California nonprofit public benefit corporation, and
17 that the above Resolution was duly adopted and approved by the Board of Directors of
18 the Authority at a properly noticed meeting on February 12, 2014.

19
20
21 _____
22 **Larry Del Carlo, Secretary**
23
24
25

AGENDA ITEM 8
Treasure Island Development Authority
City and County of San Francisco
Meeting of February 12, 2014

Subject: Presentation on Treasure Island Transportation Improvement Plan and Treasure Island Mobility Management Study. (*Information Item*)

Contact: Robert Beck, Treasure Island Director

BACKGROUND

On June 7, 2011, the Board of Supervisors approved a body of legislation authorizing the redevelopment of Treasure Island including approving a Development Agreement and a Disposition and Development Agreement between the Treasure Island Development Authority (“TIDA”) and Treasure Island Community Development (“TICD”) and the Treasure Island Transportation Implementation Plan (“TITIP”).

The Treasure Island Transportation Management Act of 2008 (“AB 981”) authorized the creation or designation of a Treasure Island-specific transportation management agency, which is referred to in AB 981 as the Treasure Island Transportation Management Agency (“TITMA”). The purpose of the TITMA is to implement a comprehensive and integrated program to manage travel demand on Treasure Island and Yerba Buena Island (collectively referred to as “Treasure Island”) as development of the Treasure Island/Yerba Buena Island Development Project (“Project”) occurs. *[While AB 981 allows for the creation of the TITMA, it was concluded that a different name – the Treasure Island Mobility Management Agency (the “TIMMA”) – was more appropriate to the roles and functions authorized under AB981; however, the roles and responsibilities have not been altered. The term TIMMA is used for the remainder of this staff summary.]*

On December 14, 2011, the TIDA Board of Directors approved a Memorandum of Agreement (“Early Implementation MOA”) which initiated a contractual relationship between TIDA and SFCTA for early stage implementation activities for the Treasure Island Transportation Implementation Plan (“TITIP”).

Under the Early Implementation MOA and subsequent annual agreements, the SFCTA initiated congestion management and planning efforts as part of a multi-year planning effort to begin implementation of the TITIP and the goals of AB 981. The SFCTA has secured a \$500,000 regional Priority Development Area planning grant and a \$480,000 federal Value Pricing Pilot Program planning grant which are the principle funding sources for the initial work.

On January 8, 2014, the TIDA Board of Directors approved a resolution recommending that the Board of Supervisors designate the SFCTA as the TIMMA.

DISCUSSION

The Treasure Island Director will provide an overview of the principle elements and objectives of the TITIP, and SFCTA staff will provide an overview of the Mobility Management Study that has been initiated to develop a transportation demand model and to analyze the elements of a congestion pricing program that would include tolling and parking pricing.

NEXT STEPS

TIDA Staff will continue work with SFCTA to define and study the key issues in fulfilling the Treasure Island Transportation Implementation Plan. TIDA and SFCTA staff will engage Treasure Island residents and businesses, along with other stakeholders in evaluating key issues and will provide periodic updates to the TIDA Board of Directors and Citizens Advisory Board on preliminary findings.



Item 6 (a)
DRAFT Minutes of Meeting
Treasure Island Development Authority
February 12, 2014
Meeting
Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

Mirian Saez, Director of Island Operations
Loraine Lee, Commission Secretary

1. Call to Order 1:35 PM

Present

Linda Richardson, *President*
Larry Mazzola, Jr., *VP*
Mark Dunlop
John Elberling
Jean-Paul Samaha (1:41 PM)
V. Fei Tsen

GOVERNMENT
DOCUMENTS DEPT

MAR 11 2014

Excused

Larry Del Carlo, *Secretary*
Supervisor Jane Kim, *Ex-Officio*

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2. General Public Comment

Kathryn Lundgren, Island Resident, spoke about mold issues and lack of communication from Property Manager and TIDA regarding radiology issues and power outages.
Sherry William, Executive Director of Treasure Island Homeless Development Initiative (TIHDI) invited the Board to celebrate Legacy & Life of the Late Nelson Mandela event to be held Friday, February 21, 2014 at Casa de la Vista.

3a. Directors Report

Ms. Saez, Director of Island Operations, started her report with Public Safety issues. There were two residential burglaries reported over the last month. Spoke about power outages. In January there were zero unplanned power outages and two planned outages. Discussed the status of issuing RFQ for Housing Property Management. Evaluation and selection process expected to be completed mid-April. Spoke about responsibilities and partnerships of Special Events. Spoke about Mayor's Executive Directive Water Conservation Efforts. Spoke about Treasure Island Community (TIC) meeting. Quality of Life issues: Be Nice, Look Twice. Community Watch conducted a Community Traffic Survey. School District agreed to change bus drop in front of the Gym for After-School program. Spoke about leasing. Special Events: TI Flea Market, SF Make-a-Wish Foundation, Treasure Island Museum Association hosting 75th Exposition lecture series. Rob on the Road, KVIE, highlights Treasure Island. Shout Out: Gabriel Cortez, TI Boys and Girls Club Youth of the Year.

Director Richardson commented Bay Bridge Re-Naming ceremony.

Director Samaha asked if the Mayor's Executive Directive Water Conservation is city-wide.

Director Tsen asked if PUC distributes notifications.

Peter Summerville, TIDA staff, explained the process for outage notifications.

Director Elberling commented on Google Barge status.

3b. Report by Treasure Island Director

Bob Beck, Treasure Island Director, spoke about EDC MOA status. Updated status for TI Community Development RFP process for consulting services. Updated status of The John Stewart Company (JSCo) dba The Villages at Treasure Island relocation of residents due to Navy Cleanup. Announced next Restoration Advisory Board (RAB) meeting will be held February 18, 2014 from 7 PM to 9:30 PM. Navy will update on projects and radiation survey in the residential area of the Island. Spoke about Citizens Advisory Board (CAB) meeting held last week. Gave update on SFMTA Westbound Ramps Project.

Director Elberling asked if executive session on Navy matters was needed. Bob Beck replied that it was not.

Director Richardson asked for status of relocation of residents and asked to extend invitation for RAB meeting to SFFD.

There was no public comment.

4. Communications

Director Tsen commented on BCDC's letter and asked when TIDA staff will meet with BCDC staff.

Director Richardson thanked Sherry from TIHDI for invitation to Legacy & Life of the Late Nelson Mandela event.

Director Dunlop asked for availability for air quality report.

There was no discussion on Communications by Directors.

5. Ongoing Business by Board of Directors

There was no discussion on Ongoing Communications by Directors.

There was no public comment.

6. Consent Agenda

a. Approving the Minutes of the January 8, 2014 Regular Meeting

b. Authorizing the Director of Island Operations to Execute a Fourth Extension of the Loan Agreement with the Fine Arts Museums of San Francisco for the Temporary Loan of the Miguel Covarrubias Mural "Fauna and Flora of the Pacific" (*Action Item*)

c. Resolution Approving and Authorizing the Execution of an Assignment and Assumption of Sublease No. 380 and Consent to Assignment between Wine Valley, Inc., a California corporation and F&B Associates Inc., a California corporation, for restaurant space located at Building 183, Treasure Island

- d. Resolution Approving Revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule, including Venue Management of Casa de la Vista, the Chapel and Administrative Building One Events

There was no public comment.
Director Dunlop motioned for approval.
Director Mazzola seconded the motion.
This item passed unanimously.

7. Resolution Approving and Authorizing the Execution of a First Amendment to the Professional Services Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative, a California nonprofit corporation, to increase the annual Scope of Services and not to exceed Contract Amount for Fiscal Year 2013-2014 (Action Item)

Rich Rovetti, TIDA staff, presented background of the Professional Services Agreement with TIHDI. Effective December 31, 2013, Wine Valley Catering (WVC) ceased operations, thus dissolving the Joint Venture (JV) as it exists between TIHDI and Toolworks for managing Special Events District including Casa de la Vista, Chapel, and the Administration Building. TIDA and TIHDI negotiated to increase the annual Scope of Services to provide onsite afterhours staffing at Casa de la Vista, Chapel, and the Administration building.

Director Richardson commented TIHDI proved to be a capable partner in providing excellent services.

Director Samaha supports TIHDI.

Sherry Williams, Executive Director of TIHDI, thanked the Board for support and recognized TIDA staff for assistance.

Director Samaha motioned for approval.

Director Dunlop seconded the motion.

This item passed unanimously.

8. Presentation by Treasure Island Director and SFCTA Staff on Treasure Island Transportation Improvement Plan and Treasure Island Mobility Management Study. (Information Item)

Bob Beck, TIDA Director, provided background on TI Transportation Implementation Plan and TI Mobility Management Study. Spoke about the development program and transportation challenges. Spoke about the approved TI Transportation Implementation Plan (TITIP). Introduced Rachel Hiatt, Principal Transportation Planner from SFCTA. Ms. Hiatt spoke about the purpose, objectives and tools of the study. Outlined the TITIP schedule. Spoke about congestion pricing/tolling. Spoke about outreach and working with the Board and the Community.

Director Samaha commented on cost of living on Island and if parking will be unbundled and who will be paying what fees.

Director Dunlop asked if there will be assistance for parking for affordable housing.

Director Elberling commented unbundling parking to the unit is a good idea. Asked about arrangements of operations by private buses to serve residents and if it's in the planning.

Director Tsen asked for clarification of the goals for pricing policy, where the revenues will be used, and the responsibilities of the developer's funding measures.
Director Richardson commented on doing a study of demographics and profiles on the Island.

There was no public comment.

12. Discussion of Future Agenda Items by Directors

There was no discussion of future agenda items.

There was no public comment.

13. Possible Closed Session to Confer with Real Property Negotiators

There was no Closed Session.

There was no public comment.

12. Adjourn

The meeting was adjourned at 3:12 PM.

